

RULE 32

SPECIALIZED DOCKET Williams County Drug Court Program

The Williams County Court of Common Pleas, as authorized by Rules of Superintendence for the Courts of Ohio Rule 36.02 through Rule 36.28, hereby creates in its criminal division, a specialized docket named the "Williams County Drug Court Program". The Court adopts and incorporates, as Rule 32 of this Court, all policies and procedures of the program set forth in Appendix 16.

32.01 Mission Statement of Drug Court Program. To divert drug and/or alcohol dependent participants in court-monitored treatment, to achieve accountability, and to rehabilitate male and female defendants who have addictions with substances; thereby decreasing criminal activity and the need for incarceration.

32.02 Program Goals. The Williams County Drug Court Program will work with eligible defendants with drug and alcohol addictions to engage them in treatment with close supervision in lieu of processing them through the traditional criminal justice system. The Drug Court shall operate to allow the judiciary, prosecution, bar association, probation, law enforcement, addiction treatment, mental health and social service communities to work together to help non-violent offenders.

The Williams County Drug Court Program has among its additional goals the following:

- a) Consolidation and removal of a class of cases that places significant demands on court resources;
- b) Law enforcement's action in arresting for crimes involving or relating to drug and alcohol abuse being taken seriously, because a drug court program causes offenders to be monitored more closely and squarely places responsibility on the offender to make positive choices or face immediate consequences for not doing so;
- c) Early identification of potential drug court participants resulting in reduced jail population and cost savings to the county; and
- d) Facilitating greater coordination and more effective use of public services for criminal justice cases in the treatment system.

WILLIAMS COUNTY COMMON PLEAS DRUG COURT PROGRAM
PARTICIPANT'S HANDBOOK

Program Overview

What is the Williams County Common Pleas Drug Court?

The Drug Court works within the framework of the existing Common Pleas Court. It is intended to serve a target population and to accomplish specific criminal justice objectives. The program is for persons charged with felonies in the court and who suffer from substance use disorders. The goals of the program are to divert these defendants into court-monitored treatment, achieve accountability, and rehabilitate male and female defendants who struggle with addictions, thereby decreasing criminal activity and the need for incarceration. The Drug Court Program provides the defendants with an opportunity to address their substance use disorders with support from the judge, probation officers, and their treatment providers. The Drug Court is a highly structured program that requires responsibility and demands accountability. The defendant will be expected to follow specific rules established by the court in an effort to achieve recovery from addiction.

What is the Purpose of the Drug Court?

The purpose of the Drug Court is to empower you through treatment, and require accountability and responsibility and to assist you in achieving rehabilitation from drug or alcohol addiction.

You have been referred to the Drug Court Program because you have demonstrated symptoms of addiction and are willing to change. This court-supervised substance use disorder intervention program involves a minimum 14-month supervision period during which you will progress through each of five (5) phases. It is the court's philosophy that a comprehensive and court-supervised approach to substance abuse treatment will assist you in becoming a responsible and law abiding member of the community. In addition to creating a healthier lifestyle, improving family and social relationships, and living a clean and sober lifestyle, the purpose of this program is to focus on your individual and treatment needs while addressing the issues of safety within the community. The treatment services provided through this program are based on abstinence from all illegal drugs, including "street drugs", unlawfully obtained prescription drugs, and alcohol. The Drug Court Treatment Team will be working to assist you in successfully completing this program. However, whether you do so is based on your dedication to maintain a crime and substance abuse free lifestyle. You will be offered access to a range of alcohol and

drug treatment services, referrals to area local agencies to assist with job skills, housing, education, employment, medical issues, correctional counseling and parenting. You will build a relationship with the Drug Court Program team and receive rewards for complying with the programs rules and expectations.

Some of the basic rules and expectations are to abstain from alcohol and drugs, attend the court sessions and all appointments with treatment providers, probation officer and Drug Court Coordinator. You will need to comply with the requirements, submit to drug and alcohol testing, comply with any sanctions, engage in a sober support community, and refrain from committing any new law violations. This handbook details your rights and responsibilities in the Drug Court Program.

ELIGIBILITY CRITERIA

1. Clinical Eligibility Criteria

- The applicant has been diagnosed with a substance use disorder-moderate/severe and completed a drug/alcohol assessment by a certified license provider.
- The applicant is able to understand and comply with program requirements.

2. Other Eligibility Criteria

- No physical or mental health issues which might hinder participation in the program. (will be reviewed on a case-by-case basis)
- Must be on Community Control in Williams County.
- The applicant must be open to receiving treatment.
- Judge has the sole discretion to determine admissibility to the Drug Court Program.
- Must have a criminal case through Williams County Common Pleas Court.

3. Legal Criteria

- The applicant is charged with a pending Williams County felony offense. The offense must be less serious than a felony of the second degree (which is not a drug trafficking offense higher than a felony of the fifth degree), a sex offense, a felony OMVI, or have a mandatory prison sentence;
- The applicant is serving a Community Control Sanctions sentence for which there is a Violation of Community Control pending; or, upon recommendation of Probation Officer, has agreed to participate in Drug Court, or
- The applicant is sentenced to Drug Court as part of their Community Control Conditions, including Community Control imposed through the granting of judicial release.

REFERRAL AND SCREENING

Once you have been before the Drug Court Judge, you will then be referred to meet with the Drug Court Coordinator for screening into the Drug Court Program. Your attorney or probation officer will complete the Referral and Request for Admission forms and provide them to the Drug Court Coordinator. You will need to contact the Drug Court Coordinator as soon as you are finished in court. You may be referred to the Drug Court by your probation officer after disposition for a Community Control violation. At the time you meet with the coordinator you will go over the program requirements, provide some background information and sign releases. You will also be referred to Recovery Services of Northwest Ohio, Bryan Community Health Center and/or A Renewed Mind for a drug and alcohol assessment if you and your attorney and/or probation officer have not done so already. The substance abuse assessment must be completed within two weeks of your court appearance. Failure to complete the assessment in the appropriate time could result in consequences from the judge. In the event that you have any problems obtaining your assessment you will need to notify the Drug Court Coordinator.

ACCEPTANCE INTO THE DRUG COURT PROGRAM

All eligibility information is to be reviewed by the Drug Court Treatment Team. ***Written legal and clinical eligibility and termination criteria do not create a right to participate in the drug court program.*** The judge has the final decision regarding your entrance into the Drug Court Program based on the written eligibility criteria. If accepted, you will sign the participation agreement and also be placed on Community Control (intensive/basic supervision or Intervention in Lieu or Diversion). In addition to complying with the Drug Court Program, you will also be required to comply with the following additional conditions: (all standards and special conditions of Community Control)

- No new law violations
- Report all contact with law enforcement
- Must remain in the State Of Ohio
- No firearms or weapons
- Report as directed
- Random urine screens
- Submit to searches
- No change in address/employment without prior permission
- No controlled substances
- Obtain permission from Supervising Officer before filling prescriptions
- No alcohol, no entrance into bars

- Must abide by a curfew
- Must obtain GED and be employed (unless disabled)
- The participant must seek counseling where appropriate
- The participants may be subject to house arrest and perform community service
- Participants may not associate with any individuals on parole, probation, PRC, Community Control or known drug users or sellers. (unless otherwise permitted)

Once you have been accepted into the Drug Court Program, you will be required to report, as directed, to both the Drug Court Coordinator and your Probation Officer.

The following is a list of basic treatment services provided to you from Recovery Services of Northwest Ohio, A Renewed Mind and/or Bryan Community Health Center and other agencies:

Early Recovery Skills Group: This group is designed for clients who are new to recovery and focus on basic skill building. It provides extra tutoring in how to stop using alcohol and drugs. The purpose of the group is the following: 1) teach cognitive skills on how to reduce cravings, 2) teach the nature of classically-conditioned cravings, 3) teach how to schedule your time, 4) teach the need to discontinue the use of secondary substance and 5) to connect clients with community support services to broaden their recovery network to build a successful recovery. Criteria for admission include: tested positive for a substance in the past 30 days; limited vision of recovery and sober support network; recently discharged from residential care of the jail/prison-limited time and experience in applying newly learned skills in the community.

Relapse Prevention Group: This group is designed with the focus of helping clients STAY in sobriety. The purpose of this group is to provide a setting where information about relapse and long term sobriety can be learned and shared. The following are areas that are focused on: 1) behavioral change and putting energy into developing a sober lifestyle, 2) changing the client's cognitive/affective orientation and working with them on developing healthy relationships and communication, 3) connecting clients to sober support networks and utilizing resources that will assist them in staying sober long term. Criteria for admission include: period of abstinence (6-10 weeks), has a vision of recovery and has been able to implement some skills in an outpatient setting – worked on application of skills in daily life, has initiated a sober support network, struggled with a "lapse" or "slip."

Aftercare: This group is a voluntary group designed for clients who have been able to maintain a level of sober and clean time, however feel as though the group process and support is beneficial to them in achieving long term recovery. These individuals recognize

that recovery is a process and continued support is beneficial. Criteria for admission include: negative drug screens in the past three months or more, implementing and engaging in a recovery lifestyle, may continue to experience ongoing concerns with family/friends/occupation/any sobriety threatening concerns.

Outpatient Services: These services include ongoing individual and group counseling sessions for as long as the treatment team and court deems necessary. Since they are an integrated behavioral health provider, a wide range of ongoing outpatient services can be provided for Drug Court participants, including AOD counseling, mental health assessment and counseling, dual diagnosis (MH/AOD) services, psychiatric services, case management, and crisis intervention.

Correctional Counseling: including Character Development, How to Escape Your Prison, and Relapse Prevention: This program is designed to provide the necessary tools to start a new life. It addresses beliefs, attitudes and behaviors, reinforces positive behavior and habits. It focuses on positive identity formation and enhancement of self-concept while decreasing hedonism. It helps in development of frustration tolerance, and development of higher stages of moral reasoning - all positive attributes that lead to better living.

In addition to the above services, you may be referred for other services to assist you in your recovery such as: medical, vocational or educational training, employment services, parenting classes, physical, mental and/or health services.

WHO IS THE DRUG COURT TEAM?

Judge

The judge is the leader of the team. He is the ultimate decision maker concerning, incentives, sanctions, phase advancement as well as admission, termination, or successful completion of the program. The judge discusses the progress of the participant at the Status Review Hearings. The judge has the discretion to decide on who participates in the Drug Court Program and that legal, clinical, and other criteria do not create the right to enter into the Drug Court. He is here to support you with your recovery and will discuss your progress at the Status Review Hearings.

Probation Officer

The Probation Officer monitors the compliance with supervision plans and the Court Treatment Plan; he/she conducts random alcohol/drug screening and reports all tests to the Drug Court Treatment Team; he/she monitors sanctions; performs home visits;

attends the Drug Court Treatment Team Meetings and Status Review Hearings; provides the Drug Court Treatment Team progress reports and recommendations to the Drug Court Treatment Team; advises of any violations; advises the Drug Court Treatment Team whether the participant is following treatment plans, Court Case Plans and Court Orders; participates in discussions around incentives, sanctions, phase advancement, successful completion, and termination. A Probation Officer further assists the participant with case management services regarding additional needs. He/she is also here to support and assist your recovery.

Treatment Providers

The Drug Court Treatment providers must be certified through the Ohio Department of Drug and Alcohol Addiction and trained to deliver appropriate services to the participants. The treatment provider is the participant's counselor/therapist. The treatment provider conducts diagnostic assessments, provides clinical diagnosis, develops the treatment plan, provides written documentation to the court prior to the Drug Court Treatment Team meeting regarding the participant's progress in treatment and compliance with the treatment plans, including attendance and urine test results, attends Drug Court Treatment Team Meetings and Status Review Hearings giving treatment updates and making recommendations regarding treatment needs, and participates in the discussions regarding incentives, sanctions, phase advancement, successful completion, and termination from the program. It should be noted that the treatment team may consider the treatment plan and diagnosis but is not obligated to follow them. They are also here to support and assist your recovery.

Prosecutor

The prosecutor's distinct role is in pursuing justice and protecting public safety and victims' rights. The prosecutor may play an active role on the Drug Court Advisory Committee and can provide input into the acceptance of a participant in the Drug Court Program. As the docket is primarily post-conviction, he/she will not participate in treatment team meetings.

Defense Attorney

Defense counsel's primary role is to preserve the constitutional rights of the participant as a member of the Advisory Committee. The attorney will be explaining what rights are waived by entering the program, possible sanctions the participant may receive, the circumstances that may lead to termination, and the effects of termination. The attorney will assist with the decision-making regarding the participant's entry in the Drug Court

Program. They will also be a referral source for the program. The participant's personal defense counsel may take part at the request of the participant in the portion of the treatment team meeting concerning the participant.

Drug Court Coordinator

The Drug Court Coordinator monitors the compliance with supervision plans and the drug court case plan. He/she will collect alcohol/drug screening results and report all tests to the Treatment Team; monitor sanctions/incentives; attend the Treatment Team Meetings and Status Review Hearings; provide progress reports and make recommendations to the Treatment Team; advise of any violations; advise the Treatment Team whether the participant is following treatment plans, drug court case plans, and court orders; participate in discussions about immediate, graduated, and individualized incentives and sanctions, phase advancement, successful completion, and termination. The Drug Court Coordinator further assists the participant with case management services regarding additional needs. In addition, the Drug Court Coordinator will facilitate the Drug Court, conduct prescreening to obtain releases, sign waivers, determine eligibility, to confirm the participant understands the rules of Drug Court, ensure that the policies and procedures are being followed, educate the public as well as collect the statistical data.

Other members may include, but are not limited to: Job and Family Services, Child Support Enforcement Agency, and local law enforcement, depending on each individual's case.

STATUS REVIEW HEARINGS

The status review hearing is a way for the judge to meet with you and the treatment team to discuss your compliance with the program. The judge will give you an explanation of responses to compliance and noncompliance, as well as the criteria for termination. You will be meeting with the same judge in a group setting with other participants in addition to the treatment team. The review hearing will be more frequent when you first enter into the Drug Court Program and will be decreased over time as you do well. These review hearings must be attended and you must be on time. If you miss a review hearing, a sanction will be given and/or a warrant depending on the severity. You will be required, as well as other parties involved, to sign waivers and consent forms to discuss your progress in open court. You are required to attend the Drug Court Status Review Hearings in its entirety. Any reasons to be late to Drug Court, to leave early from Drug Court, or to miss Drug Court must have advance permission from you Probation Officer or the Drug Court Coordinator.

DRUG COURT PROCESS

The length of your Drug Court Phases is dependent upon your behavior and performance in the treatment plan. There are no guaranteed timelines to complete the phases of the Drug Court.

You will progress through each phase of treatment as determined by your needs and your participation in the treatment and supervision process. Passing through the phases will be from restrictive to least restrictive. You may initially enter into either a Residential Substance Abuse Counseling facility, Halfway House or receive Outpatient Counseling, or you may have been in a Community Based Correctional Facility. You may, in addition, to the above, attend individual sessions with your counselors, attend family therapy, receive medication and medication monitoring, receive mental health counseling, and case management. You may also be referred to other agencies to assist you with additional needs you may have such as employment, education, correctional counseling, parenting and housing. Please note that the referrals are based on your needs or recommendations from the Drug Court Treatment Team. There are specific goals and requirements within each phase, which must be successfully completed in order to ultimately satisfy all Drug Court requirements. You will be monitored by following the check list for each phase.

Phase 1: Acute Stabilization

You may be placed in a Residential Treatment facility, a Community Based Correctional Facility (CBCF) or Half-way House during Phase 1 of the Drug Court Program. Residential treatment provides comprehensive alcohol/drug use monitoring and treatment. This phase focuses on detox, sobriety and stability. The estimated length of residential placement is based on your progress and focus on treatment as well as recommendations from your counselor. Many residential programs, such as a CBCF or a halfway house are up to six months long and have requirements to attend their aftercare program. Some programs may have a minimum stay of thirty (30) days. You will be required to attend all status review hearings (two per month), attend all treatment sessions, attend all appointments with your Probation Officer, comply with all conditions of supervision, attend sober support meetings, provide urine screens, and follow through on all other referrals made. After successful completion, you will advance to the next phase and continue to participate in the program until completion of all Drug Court Program requirements.

You may begin the Drug Court Program by engaging in outpatient counseling. Outpatient counseling involves an individualized treatment program designed to address substance abuse treatment needs, psychological, social, medical, employment, and family issues. Outpatient counseling typically involves individual counseling, and/or intensive outpatient treatment, and/or group counseling, along with community support groups. The specific requirements of counseling vary from individual to individual and will be determined by your counselor. You will be required to attend all status review hearings, treatment sessions, appointments with your Probation Officer, comply with all conditions of supervision, attend sober support meetings, provide urine screens and follow through on all other referrals made. The actual length of outpatient counseling is determined by your progress through the treatment process as well as recommendations from the counselor, court and the probation officer.

Phase 1 will last a minimum of 60 days. This is an approximate figure based on your motivation and progress in treatment. You will need to complete the following requirements to move to Phase 2:

- Participate in Phase 1 for a minimum of 60 days
- Comply with AOD/MH treatment recommendations
- Attend court bi-weekly (1st and 3rd Wed. of the month)
- Develop Drug Court Case Plan
- Sign release for support person
- Comply with rules of Community Control
- Attend a minimum of (1) support meeting- weekly- verified
- Achieve consecutive abstinence of 14 days
- Have satisfactory home visits with probation officer
- Comply with random drug testing
- Address housing issues (if applicable)
- Obtain medical assessment- medical/dental/optical (if applicable)
- Change people, places and things
- Make application for Phase 2
- Obtain recommendation to Phase 2 by the Treatment Team

Phase 2: Clinical Stabilization

After you have remained clean/sober and stable for some time, it is time to address other needs. Some of the recommendations may be to address medical issues, housing, peer support, budget, relapse prevention and lifestyle changes. You will be required to attend

all status review hearings (two per month), treatment sessions, appointments with your Probation Officer, comply with all conditions of supervision, sober support meetings, provide random urine screens, and follow through on all other referrals. After successful completion, you will advance to the next phase.

Phase 2 will last a minimum of 90 days. This is an approximate figure based on your motivation and progress in treatment. You will need to complete the following requirements to move to Phase 3:

- Participate in Phase 2 for a minimum of 90 days
- Attend court bi-weekly (1st and 3rd Wed. of the month)
- Comply with treatment recommendations/Develop Relapse Prevention Plan
- Develop Drug Court Case Plan
- Attend a minimum of (2) support meetings/pro-social supports-weekly (pro-social supports must have prior approval)- verified
- Achieve consecutive abstinence for 30 days
- Change people, places and things
- Maintain housing
- Address medical issues (along with optical, dental)
- Address financial issues
- Have satisfactory home visits with probation officer
- Comply with random drug testing
- Develop relapse prevention plan and provide list of supports
- Make application for Phase 3
- Obtain recommendation for Phase 3 by Treatment Team

Phase 3: Pro-Social Habilitation

When you reach this phase you have put a lot of hard work into your recovery. You have faithfully complied with all requirements of the court and treatment. At this point you may be finishing AOD treatment, maintained sobriety, developed pro-social activities, obtained a sponsor/mentor, been active in sober support meetings, began/maintained consistent employment, displayed positive thinking and attitudes, maintained a minimum of 45 consecutive clean/sober days, and most importantly accepted responsibility for your behaviors.

Phase 3 will last a minimum of 90 days. This is an approximate figure based on your motivation and progress in treatment. You will need to complete the following requirements to move to Phase 4:

- Participate in Phase 3 for a minimum of 90 days
- Attend court bi-weekly (1st and 3rd Wed. of the month)
- Comply with CC/DCC- visits bi-weekly
- Complete any assignments given
- Attend (3) support meetings/approved pro-social supports-weekly-verified
- Achieve consecutive abstinence of 45 days
- Have satisfactory home visits with probation officer
- Comply with random drug testing
- Begin correctional counseling (Assessed by Shalom)
- Obtain vocational/educational training (if applicable)
- Begin/maintain employment (verified) if able
- Change people, places, things
- Make application for Phase 4
- Obtain recommendation to Phase 4 by Treatment Team

Phase 4: Adaptive Habilitation

As you enter Phase 4, you have developed many skills and a solid support network. It is time to go to the next level of your recovery. This phase will be a minimum of 90 days (based on motivation and progress) and you will need 60 consecutive clean/sober days while in this phase. Your focus will be on maintaining the changes in people, places and things, working on court obligations, maintaining employment, remaining crime free and improving parenting and/or relationships. You will need to complete the following requirements to move to Phase 5:

- Participate in Phase 4 for a minimum of 90 day.
- Attend court bi-weekly (1st and 3rd Wed. of the month)
- Comply with treatment recommendations/CC/DCC
- Comply with random screens/home visits
- Achieve consecutive abstinence of 60 day.
- Attend (4) support meetings/approved pro-social supports-weekly-verified
- Change of people, places and things
- Maintain employment/housing
- Address court financial obligations
- Remain crime free (no new criminal charges in past 90 days)
- Address parenting/relationship issues
- Obtain recommendation to Phase 5 by the Treatment Team

- Make application for Phase 5

Phase 5: Continuing Care

This is the final phase. Congratulations!!! You have come a long way. This phase focuses on maintaining the structure and support you have developed. You will need to have 90 consecutive clean/sober days in this phase. Graduation from Drug Court will depend on completion of the following:

- Attend court monthly (1st Wed. of the month)
- Participate in Phase 5 for a minimum of 90 days
- Achieve consecutive abstinence of 90 days
- Successfully complete all treatment recommendations and goals
- Maintain housing and employment
- Develop Continuing Care Plan
- Demonstrate change in people, places and things
- Remain crime free and violation free
- Address court financial obligations and efforts to pay
- Complete 10 hours of volunteer work
- Maintain clean/sober support network- attend (5) support meetings/approved pro-social supports-weekly- verified
- Complete essay outlining your recovery and request to graduate
- Complete exit survey
- Obtain recommendation for completion/graduation by the Treatment Team

CONTINUUM OF SANCTIONS AND INCENTIVES

In order to assist and encourage you to maintain compliance with program rules and expectations, a variety of consequences for failing to comply have been established by the court. Sanctions are ordered as a result of your failure to comply and incentives are given as a result of individuals meeting and exceeding those expectations set forth by the court. Sanctions and incentives can be applied at the discretion of the Treatment Team based on your participation and performance in the Drug Court Program.

Incentives for positive behavior changes (including but not limited to):

When you comply with the conditions of the Drug Court Program, such as attend all court appearances, treatment appointments and support groups; abstain from alcohol/drugs;

and appear for all your drug tests you will be rewarded for your hard work and you will be encouraged to continue that hard work. Some examples of incentives are as follows and are not inclusive:

- Words of encouragement and acknowledgement of positive progress
- Gift certificates
- Reduction of curfew
- Decreasing number of office visits
- Decreasing number of urine tests
- Removal of sanctions that were previously ordered
- Movement to next phase
- Credit toward fees
- Decrease in status review hearings
- Choice of items from incentive baskets
- Support passes

Sanctions for negative behavior (including but not limited to):

Sanctions are given in order to reduce the negative behaviors that you may exhibit. All sanctions are immediate and graduated. You can receive sanctions for not attending status review hearings, treatment, support groups, office visits with your probation officer/drug court coordinator; using alcohol/drugs; not providing a drug test; not following the rules; or being dishonest and not changing your behavior. Some examples of the sanctions are as follows and are not inclusive:

- Verbal warnings and caution from the judge
- Increase in alcohol and drug testing
- Re-evaluate level of care in treatment
- Refusing specific requests/Decreasing special privileges
- Reading/Writing assignments
- Community Service
- Increase in office visits with your Probation Officer and/or DCC
- Increase in required sober supports
- More strict curfew
- Increased periods of jail time or home detention/electronic monitoring
- Termination from Drug Court Program.

****All sanctions and rewards are individualized****

UNSUCCESSFUL TERMINATION

Common behaviors that can lead to unsuccessful termination include, but are not limited to, the following:

- On-going non-compliance with treatment
- Resistance to treatment
- New serious criminal conviction
- Tampering with drug screens
- Falsifying documents such as verification cards
- A serious Drug Court Program violation or series of violations; and/or
- A serious Community Control violation or a series of Community Control violations

Unsuccessful termination for any reason after being admitted to the Drug Court will result in your case to be returned to the regular criminal docket before the Judge. The Drug Court Treatment Team will discuss all unsuccessful terminations in the Treatment Team meetings and make a recommendation.

The consequences of an unsuccessful termination may be as follows:

- Loss of future eligibility for the Drug Court Program
- Further legal action including Motion to Revoke Community Control
- Depending on the circumstances, you may be subject to prison, jail or other penalties.

The judge has the sole discretion to decide termination from the Drug Court Program in accordance with the written eligibility criteria for the docket.

DRUG TESTING

During your placement in the Drug Court Program you will be required to submit to drug screens. Drug screens will be individualized, frequent, observed, and random. All drug tests will be direct observation collections. The Williams County Drug Court will utilize the Sentry Program through Cordant Forensic Solutions to randomize testing. Participants are required to call in **DAILY** from the hours of **6:00 a.m. to 2:00 p.m.** Each participant will be given a PIN to use when they call the Sentry Program. When you call in, you will

be notified if you are selected for a test that day. If you are selected for a randomized urine collection, you are **required to report the same day** between the hours of **9:00 a.m to 12:00 p.m.** and **1:00 p.m. to 4:00 p.m** unless otherwise directed. Testing will be done at the Williams County Courthouse. Also, You may be drug tested by probation, Recovery Services of Northwest Ohio, A Renewed Mind and/or Bryan Community Health Center. The type of testing, such as urine, saliva, blood, or breath, is subject to each agency and their policies and procedures for drug testing the participant. These agencies policies and procedures are uniform and adhere to the requirements of the Drug Court. A Renewed Mind, Recovery Services and Bryan Community Health Center use court approved laboratories for their drug testing. You will be sanctioned for any positive screen whether from use, passive inhalation or secondhand smoke. If you are late for a test or miss a test, it will be considered a positive test for drugs/alcohol and you will be immediately sanctioned. If you refuse to submit to a drug test, it will be reported as a refusal to test and considered positive. Again, you will be sanctioned. You must provide a sample which is negative for all drugs including alcohol or you will be immediately sanctioned. If you fail to produce a specimen or if the sample provided is not of sufficient quantity, it will be considered as a positive test for drugs/alcohol and you will be immediately sanctioned. You will be allowed to provide only one (1) urine sample for analysis. If you are unable to provide a test sample within two hours of signing in, it will also be considered a positive test. If you fail to submit to testing, submit an adulterated sample, submit the sample of another individual, or dilute the sample; it will be treated as a positive test and will result in immediate sanctioning and may be grounds for termination from the Drug Court Program. The judge as well as treatment team members will be informed of all test results. The judge will reinforce the sanctions.

If you contest a positive urine screen, it will be sent to the lab (Cordant Forensic Solutions) for confirmation. Drug Court will abide by the results of the laboratory test. If you have a relapse, you will need to be honest **PRIOR to the call to report for a random screen.** If you are honest, you will receive a sanction through the Drug Court. If you are not honest about use/ relapse and have a positive screen, the sanction will consist of jail time or possible motion to revoke your community control with a pending court hearing.

You understand that it is your responsibility to inform all treating physicians of your recovery from drugs/alcohol before you are given an addictive medication. Only under limited circumstances, if a doctor believes that it is necessary to prescribe the medication such as narcotic pain medication or any other medication that will yield a positive urine screen, the physician must submit a letter to the Drug Court Coordinator stating that he/she is aware of your status as a recovering addict/alcoholic and the need for this medication outweighs the risks. You **MUST** have a letter **PRIOR** to taking any medication that will cause a positive screen. **If you test positive and do not have a letter from your**

doctor, you will be sanctioned immediately. You will be given a copy of this letter to be signed by your doctor at your initial screening. If you lose the letter, it will be up to you to obtain another copy from the Drug Court Coordinator.

You are responsible for anything you ingest or absorb through skin contact. There is zero tolerance for positive alcohol or drug screens. Do not take medications that require you to sign for them at the pharmacy or medicine containing alcohol. Do not use products containing alcohol such as hand sanitizers, medicine such as Nyquil, mouthwash, etc.

In cases of emergency room care, all emergency room orders and discharge information will be made available to the Drug Court Coordinator no more than seven (7) days upon release from the hospital and all prescription will have to be cleared by a primary care physician to continue taking the medications without sanctions. A pattern of visits to the emergency room for ailments that require opiate treatment may be brought back before the court at the discretion of the Drug Court Treatment Team.

All participants will receive a baseline urine test at intake. The results of the test will not result in a sanction. Relapses will be addressed through the treatment provider to verify if the use is a continued use, or a relapse. You will be reassessed and be placed in the appropriate level of care to address the positive screen and to re-engage or re-stabilize you. The treatment provider as well as the Drug Court Treatment Team will be notified of the positive drug screen. Sanctions for the relapse will be: loss of clean/sober days, increased Status Review hearings, homework assignments pertaining to relapse/use, increased office visits, increased 12-Step sober support meetings, reassessment for treatment needs and possibly jail.

MEDICATION ASSISTED TREATMENT (MAT)

The Williams County Common Pleas Drug Court supports the use of medication assisted treatment for opioid addictions. MAT consists of the use of counseling, behavioral therapies and medications. Currently three medications have been FDA approved for the treatment of opioid addictions; they are methadone, buprenorphine/naloxone (Suboxone) and naltrexone (Vivitrol). The two agencies utilized by the Drug Court are Recovery Services of Northwest Ohio (RSNWO) and Bryan Community Health Center (BCHC). However, RSNWO and BCHC do not disperse methadone. It is the policy of our Drug Court to defer to the certified health professional within each agency to determine whether a participant qualifies for their MAT program. The provider establishes best treatment and dosage and along with the participant, length of time involved with the program. The court does not mandate MAT; the participant voluntarily completes the assessment and

discusses options with the provider. A participant of our Drug Court will not be terminated if he/she chooses to end involvement in a MAT program. A MAT provider will require drug screens and the courts will have access to the results. Positive screens will be sanctioned via the rules of The Williams County Drug Court.

CONFIDENTIALITY

Due to the nature of information that will be shared by participants within group counseling settings and the Drug Court sessions, it is imperative that participants maintain confidentiality of the information shared by other participants. You are also required to comply with confidentiality rules established by your counselor and/or treatment facility. Generally, this means that you are not to discuss any information acquired during a group counseling session and/or court hearing with other persons. Failing to abide by the confidentiality guidelines could result in your termination from the Drug Court Program.

SUCCESSFUL TERMINATION

In order for a participant to graduate from the Drug Court Program, the participant must have completed all five phases of the Program. The criteria for completion are listed on the Drug Court Case Plans. If a participant is identified as indigent by the courts, he/she may request a payment plan and/or community service to address fees and fines. Inability to pay toward fees and fines will not delay successful completion and graduation from Drug Court.

What does successful completion of the Drug Court Program mean to you? Upon successful completion of all requirements and graduation, the charge (if sentence has been suspended while on Intervention in Lieu) will be dismissed. If you have already been sentenced your felony will not be dismissed but you may be released from Community Control earlier than scheduled.

What does successful completion of the Drug Court Program mean to your family and community? You will be better able to provide for your family, serve as a role model for your children and others, and contribute to the welfare and good of the community by leading a productive and law-abiding life.

Lastly, Drug Court could help save your life. Battling addictions is very difficult. Drug Court provides the added support and accountability you may need to stay alive.

RECEIVED:

Printed Name of Participant

Signature of Participant

WITNESS:

Drug Court Coordinator
Title of Witness

Signature of Witness

APPENDIX I

SPECIALIZED DOCKET STANDARDS

Overview.

The following standards are established to guide courts of common pleas, municipal courts, and county courts and divisions of these courts in the planning and implementation of all specialized dockets. The standards set forth minimum requirements for the certification and operation of all specialized dockets. Accompanying the standards are recommended practices that each specialized docket is encouraged to follow. While the standards seek to create a minimum level of uniform practices for specialized dockets, they still allow local specialized dockets to innovate and tailor their specialized docket to respond to local needs and resources.

Standard 1. Planning Process.

A specialized docket shall utilize a comprehensive and collaborative planning process that results in all of the following:

- (A) An agreement among relevant parties setting forth the terms of the specialized docket operations. Relevant parties may include, but are not limited to, the specialized docket judge; the court; the prosecutor; defense counsel; licensed treatment providers; children services for family dependency treatment dockets; and, for criminal and juvenile specialized dockets, the probation department, the parole authority, and law enforcement agencies.
- (B) An advisory committee and a treatment team. The specialized docket judge shall attend and chair advisory committee and treatment team meetings.
- (C) A program description that contains written policies and procedures defining the goals and objectives for the specialized docket, identifying the target population, detailing program entry and case flow, and providing written roles and responsibilities of each treatment team member;
- (D) A written participation agreement and participant handbook detailing the rights and responsibilities of participants in the specialized docket.

Recommended Practices

(A) Advisory committee

- (1) An advisory committee should be comprised of key officials and policymakers to provide input on specialized docket policies and operations and to communicate regularly with local officials.

(2) An advisory committee should typically take three to six months to plan and prepare for implementation of a specialized docket. This amount of time allows for a cohesive team to effectively and collaboratively reach consensus on the variety of issues inherent in the implementation of a specialized docket.

(3) An advisory committee should develop a written agreement or memorandum of understanding setting forth the terms of a specialized docket and the responsibilities of relevant parties to specialized docket operations.

(B) Treatment team members

A treatment team is responsible for implementing daily operations of a specialized docket. In addition to the specialized docket judge, the treatment team may include, but is not limited to, the following members:

- (1) Probation officers;
- (2) Parole officers;
- (3) Licensed treatment providers;
- (4) A prosecutor;
- (5) Defense counsel;
- (6) A specialized docket program coordinator;
- (7) Case managers;
- (8) Law enforcement personnel;
- (9) Jail, prison, or juvenile detention personnel;
- (10) Children services personnel;
- (11) Representatives of other community-based stakeholders.

(C) Membership term

For consistency and stability in specialized docket operations, treatment team members should serve on the treatment team for a minimum of one year.

(D) Community outreach

A treatment team should work with local community members to ensure the best interests of the community are considered. Treatment team members should engage in community outreach activities to build partnerships that will improve outcomes and support specialized docket sustainability. The advisory committee should develop and regularly review a community outreach and education plan.

(E) Sustainability plan

An advisory committee should develop and annually review a written sustainability plan.

Standard 2. Non-Adversarial Approach.

A specialized docket shall incorporate a non-adversarial approach while recognizing all of the following:

- (A) A prosecutor's distinct role in pursuing justice and protecting public safety and victim's rights;
- (B) A defense counsel's distinct role in preserving the constitutional rights of the specialized docket participant;
- (C) The participant's right to request the attendance of defense counsel during the portion of a specialized docket treatment team meeting concerning the participant;
- (D) A participant's right to a detailed, written participation agreement and participant handbook outlining the requirements and process of the specialized docket.

Recommended Practices

For consistency in the non-adversarial approach, prosecutors and defense counsel should be trained in specialized docket processes.

Standard 3. Legal and Clinical Eligibility and Termination.

(A) Criteria

A specialized docket shall have written legal and clinical eligibility, completion, termination, and neutral discharge criteria that have been collaboratively developed, reviewed, and agreed upon by the relevant parties identified in Standard 1(A) of these standards.

(B) Decision on admission or termination

A specialized docket judge shall have discretion to decide the admission into and termination from a specialized docket in accordance with the written criteria for the specialized docket.

(C) No right to participate

The written legal and clinical eligibility and termination criteria do not create a right to participation in a specialized docket.

Recommended Practices

(A) Legal eligibility screening

A specialized docket should have legal eligibility screening based on established written criteria.

(B) Eligibility criteria factors

In developing eligibility criteria, an advisory committee should take into consideration all of the following factors:

- (1) A process to consider the inclusion of eligible repeat and high-risk participants;
- (2) A provision to evaluate mitigating and aggravating circumstances of current or prior court involvement;
- (3) Careful examination of the circumstances of prior juvenile adjudications and the age of the participant at the time of the offense;
- (4) The age of prior disqualifying offenses;
- (5) A forensic assessment to determine if the individual is legally competent to participate in the specialized docket program, should the mental health competence of the individual be in question.

(C) Unsuccessful termination and neutral discharge

As part of the written termination criteria, a specialized docket should have clear policies regarding unsuccessful termination and neutral discharge.

Standard 4. Assessment and Referral.

A specialized docket shall promptly assess individuals and refer them to the appropriate services. The assessment and referral shall meet all of the following requirements:

(A) All chemical dependency, mental health, and other programming assessments shall include available collateral information to ensure the accuracy of the assessment;

(B) The participant or the participant's guardian shall complete a release of information form to provide for communication about confidential information, participation/progress in treatment, and compliance with the provisions of relevant law, including the "Health Insurance Portability and Accountability Act of 1996," 42 U.S.C. 300gg-42, as amended, and R.C. 2151.421 and 2152.99;

(C) Participants shall be placed as soon as possible in appropriate treatment services and programs and under reporting supervision to monitor compliance with court requirements;

(D) All screenings and assessments for treatment determinations shall be provided by programs or persons who are appropriately licensed and trained to deliver such services according to the standards of the profession.

Recommended Practices

A treatment team should consider, but is not obligated to follow, clinical assessments or treatment recommendations.

Standard 5. Individualized Needs and Evidence-Based Practices.

A specialized docket shall have a plan to provide services that meet the individualized needs of each participant and incorporate evidence-based strategies for the participant population. Such plans shall take into consideration services that are gender-responsive and culturally appropriate and that effectively address co-occurring disorders.

Recommended Practices

(A) Appropriateness and clinical necessity of case plans and services

Case plans and services should be appropriate and clinically necessary to the degree that available resources allow.

(B) Ancillary services

Ancillary services should include all of the following:

- (1) Education;
- (2) Vocational training;
- (3) Employment;
- (4) Transportation;
- (5) Housing;
- (6) Domestic violence programming;
- (7) Physical, mental, and dental health.

Standard 6. Participant Monitoring.

A specialized docket shall monitor each participant's performance and progress and incorporate all of the following:

- (A) Regular treatment team meetings prior to the status review hearings;
- (B) Status review hearings, as established by Standard 7 of these standards;
- (C) Ongoing communication among the treatment team members, including frequent exchanges of timely and accurate information about the participant's overall performance;
- (D) Progression through the specialized docket based upon the participant's performance in the treatment plan and compliance with requirements of the specialized docket phases. A participant's progress through the specialized docket phases is not to be based solely upon preset timelines.
- (E) Explanation to the participant of responses to compliance and noncompliance, including criteria for termination.

Recommended Practices

(A) Appearance at single court session

Having a significant number of specialized docket participants appear at a single court session gives the opportunity to educate the participant as to the benefits of court compliance and consequences for noncompliance.

(B) Sharing of decision making and conflict resolution

Mechanisms for sharing decision making and resolving conflicts among treatment team members should be established, emphasizing professional integrity, confidentiality, and accountability.

Standard 7. Status Review Hearings.

(A) Ongoing judicial interaction

A specialized docket shall incorporate ongoing judicial interaction with each participant as an essential component of the docket.

(B) Appearance before specialized docket judge

(1) At a minimum, a specialized docket participant shall appear before the specialized docket judge at least twice monthly during the initial phase of the specialized docket.

(2) Thereafter, a specialized docket participant shall regularly appear before the specialized docket judge to review the participant's progress through the specialized docket.

Recommended Practices

(A) Appearances before specialized docket judge during initial phase

A specialized docket participant should appear weekly before the specialized docket judge during the initial phase of the specialized docket and, thereafter, at least monthly. Frequent status review hearings establish and reinforce the specialized docket's policies and ensure effective supervision of the participant.

(B) Judicial knowledge of treatment and programming methods

The specialized docket judge should be knowledgeable about treatment and programming methods and their limitations.

(C) Hearings before the same specialized docket judge

Hearings should be before the same specialized docket judge for the length of each participant's time in the specialized docket.

Standard 8. Substance Monitoring.

A specialized docket shall monitor a specialized docket participant's substance use by random, frequent, and observed alcohol and other drug testing protocols which include all of the following:

(A) Written policies and procedures for sample collection, sample analysis, and result reporting. The testing policies and procedures shall address elements that contribute to the reliability and validity of the testing process.

(B) Individualized drug and alcohol testing plans. All testing shall be random, frequent, and observed.

(C) Clearly established plans for addressing a participant who tests positive at intake or who relapses. The plans shall include treatment guidelines and sanctions, when appropriate, that are enforced and reinforced by the specialized docket judge.

(D) Immediate notification of the court when the participant tests positive, fails to submit to testing, submits an adulterated sample or the sample of another individual, or dilutes the sample. Failure to submit to testing, submitting an adulterated sample or the sample of another individual, or diluting the sample shall be treated as positive tests and immediately sanctioned.

(E) Testing sufficient to include the participant's primary substance of dependence, as well as a sufficient range of other common substances.

Recommended Practice

When testing for alcohol, specialized dockets should strongly consider devices worn by the specialized docket participant, portable breath tests, saliva tests, and the use of scientifically validated technology used to detect ethyl alcohol.

Standard 9. Treatment and other Rehabilitation Services.

(A) Prompt access

A specialized docket shall provide prompt access to a continuum of approved treatment and other rehabilitation services.

(B) Treatment plan and activities record

A specialized docket shall maintain a current treatment plan and record of activities.

(C) Licensing and training

All required treatment and programming shall be provided by programs or persons who are appropriately licensed and trained to deliver such services according to the standards of their profession.

Recommended Practices

(A) Treatment team knowledge

Treatment team members should make reasonable efforts to observe all required specialized docket service provider programs to gain confidence in the services provided and to better understand the treatment and programming process.

(B) Separate tracks for specialized docket participants

Whenever possible, service providers should have separate tracks for specialized docket participants.

Standard 10. Incentives and Sanctions.

Immediate, graduated, and individualized incentives and sanctions shall govern the responses of a specialized docket to a specialized docket participant's compliance or noncompliance.

Recommended Practices

(A) Adjustment in treatment services

Adjustment in treatment services, as well as participation in community-based mutual support meetings, should be based upon the clinically informed interests of the participant.

(B) Revision of time between status review hearings

Time between status review hearings should be increased or decreased based upon compliance with treatment protocols and progress observed.

(C) Incentives for compliance

Incentives for a specialized docket participant's compliance vary in intensity and may include, but are not limited to, the following:

- (1) Encouragement and praise from the specialized docket judge;
- (2) Ceremonies and tokens of progress, including advancement in specialized docket phases;
- (3) Reduced supervision contacts;
- (4) Decreased frequency of court appearances;
- (5) Reduced fines or fees;
- (6) Increased or expanded privileges;
- (7) Encouragement to increase participation in positive activities the participant finds pleasurable, such as writing, art work, or other positive hobbies;
- (8) Gifts of inspirational items, including books, pictures, and framed quotes;
- (9) Assistance with purchasing clothing for job interviews;
- (10) Gift cards for restaurants, movie theaters, recreational activities, or personal care services;
- (11) Gifts of small personal care items, hobby or pet supplies, plants, or small household items;
- (12) Dismissal of criminal charges or a reduction in the term of probation;
- (13) Reduced or suspended jail, prison, or juvenile detention days;
- (14) Graduation from the specialized docket.

(D) Sanctions for noncompliance

Sanctions for a specialized docket participant's noncompliance vary in intensity and may include, but are not limited to, the following:

- (1) Warnings and admonishment from the specialized docket judge;

- (2) Demotion to an earlier specialized docket phase;
- (3) Increased frequency of drug or alcohol testing and court appearances;
- (4) Refusal of specific requests, such as permission to travel;
- (5) Denial of additional or expanded privileges or rescinding privileges previously granted;
- (6) Increased supervision contacts and monitoring;
- (7) Individualized sanctions, such as writing essays, reading books, or performing other activities to reflect upon unacceptable behavior;
- (8) Imposition of suspended fines and costs;
- (9) Community service or work programs;
- (10) Jail or out-of-home placement, including detention for juveniles;
- (11) Community control or probation violation;
- (12) Termination from the specialized docket.

Standard 11. Professional Education.

A specialized docket shall assure continuing interdisciplinary education of treatment team members to promote effective specialized docket planning, implementation, and operations.

Recommended Practices

(A) Continuing education plan

A specialized docket should establish and maintain a viable continuing education plan for specialized docket personnel.

(B) Assessments and reviews

At a minimum of once every two years, a specialized docket should assess specialized docket team functionality, review all policies and procedures, and assess the overall functionality of the specialized docket.

(C) Treatment team member transition

A specialized docket should plan for the transition of a treatment team member and provide sufficient training and program documentation for new treatment team members.

(D) Mentor courts

A specialized docket should identify and build a relationship with a mentor court of its specific model.

(E) Observation of other specialized dockets

A specialized docket should regularly observe other specialized dockets.

(F) Ohio Specialized Dockets Practitioner Network

Specialized docket personnel should participate in the Ohio Specialized Dockets Practitioner Network by attending sub-network meetings, trainings, and the annual conference.

Standard 12. Effectiveness Evaluation.

A specialized docket judge shall evaluate the effectiveness of the specialized docket by doing each of the following:

(A) Reporting data as required by the Supreme Court, including information to assess compliance with these standards;

(B) Engaging in on-going data collection in order to evaluate whether the specialized docket is meeting its goals and objectives.

Recommended Practices

To evaluate effectiveness, a specialized docket judge should establish a formal data collection plan. The plan should identify who is collecting the data, how the data is collected, and the time frames for conducting program reviews based on the data. Treatment team members should provide data. The specialized docket should develop policies concerning protection of confidential information and identities when collecting data.

APPENDIX G
Domestic Relations Forms

**COURT OF COMMON PLEAS
COUNTY, OHIO**

Plaintiff/Petitioner 1

v./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed.
This affidavit is used to make complete disclosure of income, expenses and money owed. It is used to determine child and spousal support amounts. Do not leave any category blank. Write "none" where appropriate. If you do not know exact figures for any item, give your best estimate and put "EST." If you need more space, add additional pages.

AFFIDAVIT OF INCOME AND EXPENSES

Affidavit of _____
(Print Your Name)

Date of marriage _____ Date of separation _____

SECTION I - INCOME

	Your Name	Spouse's Name
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer	_____	_____
Payroll address	_____	_____
Payroll city, state, zip	_____	_____
Scheduled paychecks per year	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

A. YEARLY INCOME, OVERTIME, COMMISSIONS AND BONUSES FOR PAST THREE YEARS

	Your Name	Spouse's Name
Base yearly income	\$ _____ 3 years ago 20 _____	\$ _____
	\$ _____ 2 years ago 20 _____	\$ _____
	\$ _____ Last year 20 _____	\$ _____
Yearly overtime, commissions and/or bonuses	\$ _____ 3 years ago 20 _____	\$ _____
	\$ _____ 2 years ago 20 _____	\$ _____
	\$ _____ Last year 20 _____	\$ _____

B. COMPUTATION OF CURRENT INCOME

	Your Name	Spouse's Name
Base yearly income	\$ _____	\$ _____
Average yearly overtime, commissions and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____
Unemployment compensation	\$ _____	\$ _____
Disability benefits		
<input type="checkbox"/> Workers' Compensation		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Retirement benefits		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Spousal support received	\$ _____	\$ _____
Interest and dividend income (source)		
_____	\$ _____	\$ _____
Other income (type and source)		
_____	\$ _____	\$ _____
TOTAL YEARLY INCOME	\$ _____	\$ _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS

Minor and/or dependent child(ren) who are from this marriage or relationship:

Name	Date of birth	Living with

In addition to the above children there is/are in your household:

_____ adult(s)

_____ other minor and/or dependent child(ren).

SECTION III – EXPENSES

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

Rent or first mortgage (including taxes and insurance)	\$	
Real estate taxes (if not included above)	\$	
Real estate/homeowner's insurance (if not included above)	\$	
Second mortgage/equity line of credit	\$	
Utilities		
o Electric	\$	
o Gas, fuel oil, propane	\$	
o Water and sewer	\$	
o Telephone	\$	
o Trash collection	\$	
o Cable/satellite television	\$	
Cleaning, maintenance, repair	\$	
Lawn service, snow removal	\$	
Other:	\$	
	\$	
TOTAL MONTHLY :		\$

B. OTHER MONTHLY LIVING EXPENSES

Food

o Groceries (including food, paper, cleaning products, toiletries, other) \$

o Restaurant \$

Transportation

o Vehicle loans, leases \$

o Vehicle maintenance (oil, repair, license) \$

o Gasoline \$

o Parking, public transportation \$

Clothing

o Clothes (other than children's) \$

o Dry cleaning, laundry \$

Personal grooming

o Hair, nail care \$

o Other \$

Cell phone

Internet (if not included elsewhere) \$

Other \$

TOTAL MONTHLY \$

C. MONTHLY CHILD-RELATED EXPENSES
(for children of the marriage or relationship)

Work/education-related child care \$

Other child care \$

Unusual parenting time travel \$

Special and unusual needs of child(ren) (not included elsewhere) \$

Clothing \$

School supplies \$

Child(ren)'s allowances \$

Extracurricular activities, lessons \$

School lunches \$

Other \$

TOTAL MONTHLY \$

D. INSURANCE PREMIUMS

Life	\$	
Auto	\$	
Health	\$	
Disability	\$	
Renters/personal property (if not included in part A above)	\$	
Other	\$	
TOTAL MONTHLY		\$

E. MONTHLY EDUCATION EXPENSES

Tuition	\$	
o Self	\$	
o Child(ren)	\$	
Books, fees, other	\$	
College loan repayment	\$	
Other	\$	
TOTAL MONTHLY:		\$

**F. MONTHLY HEALTH CARE EXPENSES
(not covered by insurance)**

Physicians	\$	
Dentists	\$	
Optometrists/opticians	\$	
Prescriptions	\$	
Other	\$	
TOTAL MONTHLY:		\$

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) (not stepchildren)	\$	
Child support for children who were not born of this marriage or relationship and were not adopted of this marriage	\$	
Spousal support paid to former spouse(s)	\$	
Subscriptions, books	\$	
Entertainment	\$	

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OATH

(Do not sign until notary is present.)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this ____ day of _____, _____.

Notary Public

My Commission Expires:

COURT OF COMMON PLEAS
_____ **COUNTY, OHIO**

_____ Plaintiff/Petitioner 1 v./and _____ Respondent/Petitioner 2	Case No. _____ Judge _____ Magistrate _____
---------------------------------------------------------------------------------------	-----------------------------------------------------------

Instructions: Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, the property and debts of your spouse, and any joint property or debts. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." If more space is needed, add additional pages.

AFFIDAVIT OF PROPERTY

Affidavit of _____
(Print Your Name)

I. REAL ESTATE INTERESTS

	<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1.	_____	\$ _____	<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> _____	\$ _____	\$ _____
2.	_____	\$ _____	<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> _____	\$ _____	\$ _____

TOTAL SECTION I: REAL ESTATE INTERESTS \$ _____

II. OTHER ASSETS

Category	Description (List who has possession)	Titled To	Value/Date of Value
A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)	<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
1.			
2.			
3.			
4.			
5.			
6.			
B. Financial Accounts	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)	<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/> Your Name	\$
1.			
2.			
3.			
4.			

Category	Description (List who has possession) (Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan)	Titled To	Value/Date of Value
C. Pensions & Retirement plans		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
1.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
2.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
3.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
4.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	

D. Publicly Held Stocks, Bonds, Securities, & Mutual Funds

		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
1.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
2.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
3.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
4.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	

Category	Description (List who has possession) (Type of ownership and number)	Titled To	Value/Date of Value
E. Closely Held Stocks & Other Business Interests and Name of Company		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
1.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
		<input type="checkbox"/>	
2.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	

F. Life Insurance Type
(Term/Whole Life)

(Any cash value or loans)

(Insured party
& value upon death)

1.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
2.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
3.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
4.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	

G. Furniture & Appliances**Description****Who Has Possession****Value/Date of Value****G. Furniture & Appliances**

(Estimate value of those in your possession and value of those in your spouse's possession)

1.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
2.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
3.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
4.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	

H. Safe Deposit Box

(Give location and describe contents)

Titled To

1.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	
2.		<input type="checkbox"/> Your Name	\$
		<input type="checkbox"/> Spouse's Name	
		<input type="checkbox"/> Both	

I. Transfer of Assets

Explanation: List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12 months and the reason for each transfer.

1.	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
2.	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
3.	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
4.	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		

Category

Description
(Also list who has possession)

Titled To

Value/Date of Value

J. All Other Assets Not Listed Above

Explanation: List any item you have not listed above that is considered an asset.

1.	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		
2.	<input type="checkbox"/> Your Name	\$	
	<input type="checkbox"/> Spouse's Name		
	<input type="checkbox"/> Both		

TOTAL SECTION II: OTHER ASSETS \$

III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances

If you are making any claims in any of the categories below, explain the nature and amount of your claim. This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.

<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS \$

IV. DEBT

List ALL OF YOUR DEBTS, the debts of your spouse, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.

Type	Name of Creditor/Purpose of Debt	Account Name	Name(s) on Account	Total Debt Due	Monthly Payment
A. Secured Debt (Mortgages, Car, etc.)					
1.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
2.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
3.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
4.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
5.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$

B. Unsecured Debt, including credit cards					
1.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
2.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
3.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$

4.	<input type="checkbox"/> _____ Your Name	<input type="checkbox"/> _____ Spouse's Name	<input type="checkbox"/> Joint	\$ _____	\$ _____
5.	<input type="checkbox"/> _____ Your Name	<input type="checkbox"/> _____ Spouse's Name	<input type="checkbox"/> Joint	\$ _____	\$ _____

TOTAL SECTION IV: DEBT \$ _____

V. BANKRUPTCY

Filed by:

☐ _____
Your Name

☐ _____
Spouse's Name

☐ Both

Date of Filing:
Case Number

Date of Discharge
or Relief from Stay

Type of Case
(Ch. 7, 11, 12, 13)

Current Monthly
Payments

1.	<input type="checkbox"/> _____ Your Name	<input type="checkbox"/> _____ Spouse's Name	<input type="checkbox"/> Both	\$ _____
2.	<input type="checkbox"/> _____ Your Name	<input type="checkbox"/> _____ Spouse's Name	<input type="checkbox"/> Both	\$ _____

TOTAL SECTION V: BANKRUPTCY \$ _____

OATH

(Do Not Sign Until Notary is Present)

I, (print name) _____ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

COURT OF COMMON PLEAS

COUNTY, OHIO

Plaintiff/Petitioner

v./and

Defendant/Petitioner/Respondent

Case No.

Judge

Magistrate

Instructions: Check local court rules to determine when this form must be filed.
By law, an affidavit must be filed and served with the first pleading filed by each party in every parenting (custody/visitation) proceeding in this Court, including Dissolutions, Divorces and Domestic Violence Petitions. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. If more space is needed, add additional pages.

PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))

Affidavit of _____
(Print Your Name)

Check and complete ALL THAT APPLY:

1. ☐ I request that the court not disclose my current address or that of the child(ren). My address is confidential pursuant to R.C. 3127.23(D) and should be placed under seal to protect the health, safety, or liberty of myself and/or the child(ren).
2. ☐ Minor child(ren) are subject to this case as follows:

Insert the information requested below for all minor or dependent children of this marriage. You must list the residences for all places where the children have lived for the last FIVE years.

a. Child's Name:

Place of Birth:

Date of Birth:

Sex: ☐ Male ☐ Female

Period of Residence

Check if
Confidential

Person(s) With Whom Child Lived
(name & address)

Relationship

to present

☐ Address
Confidential?

to

☐ Address
Confidential?

to

☐ Address
Confidential?

to

☐ Address
Confidential?

b. Child's Name:

Place of Birth:

Date of Birth:

Sex: ☐ Male ☐ Female

☐ Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____ to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____

c. Child's Name:

Place of Birth:

Date of Birth:

Sex: ☐ Male ☐ Female

☐ Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____ to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CHILDREN, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

3. Participation in custody case(s): (Check only one box.)

- ☐ I HAVE NOT participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of, or visitation (parenting time), with any child subject to this case.
- ☐ I HAVE participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of, or visitation (parenting time), with any child subject to this case. For each case in which you participated, give the following information:

- a. Name of each child: _____
- b. Type of case: _____
- c. Court and State: _____
- d. Date and court order or judgment (if any): _____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CUSTODY CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

4. **Information about other civil case(s) that could affect this case: (Check only one box.)**

☐ I HAVE NO INFORMATION about any other civil cases that could affect the current case, including any cases relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this case.

☐ I HAVE THE FOLLOWING INFORMATION concerning other civil cases that could affect the current case, including any cases relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning a child subject to this case. Do not repeat cases already listed in Paragraph 3. Explain:

- a. Name of each child: _____
- b. Type of case: _____
- c. Court and State: _____
- d. Date and court order or judgment (if any): _____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

5. **Information about criminal case(s):**

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

<u>Name</u>	<u>Case Number</u>	<u>Court/State/County</u>	<u>Convicted of What Crime?</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

6. Persons not a party to this case who has physical custody or claims to have custody or visitation rights to children subject to this case: (Check only one box.)

- ☐ I DO NOT KNOW OF ANY PERSON(S) not a party to this case who has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this case.
- ☐ I KNOW THAT THE FOLLOWING NAMED PERSON(S) not a party to this case has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this case.

a. Name/Address of Person	_____	_____
<input type="checkbox"/> Has physical custody	<input type="checkbox"/> Claims custody rights	<input type="checkbox"/> Claims visitation rights
Name of each child:	_____	_____

b. Name/Address of Person	_____	_____
<input type="checkbox"/> Has physical custody	<input type="checkbox"/> Claims custody rights	<input type="checkbox"/> Claims visitation rights
Name of each child:	_____	_____

c. Name/Address of Person	_____	_____
<input type="checkbox"/> Has physical custody	<input type="checkbox"/> Claims custody rights	<input type="checkbox"/> Claims visitation rights
Name of each child:	_____	_____

OATH

(Do Not Sign Until Notary is Present)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

COURT OF COMMON PLEAS

COUNTY, OHIO

Plaintiff/Petitioner 1

v./and

Case No. _____

Judge _____

Magistrate _____

Defendant/Petitioner 2

Instructions: Check local court rules to determine when this form must be filed. This affidavit is used to disclose health insurance coverage that is available for children. It is also used to determine child support. It must be filed if there are minor children of the relationship. If more space is needed, add additional pages.

HEALTH INSURANCE AFFIDAVIT

Affidavit of _____

(Print Your Name)

Your Name

Spouse's Name

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?

☐ Yes ☐ No

☐ Yes ☐ No

Are you enrolled in an individual (non-group or COBRA) health insurance plan?

☐ Yes ☐ No

☐ Yes ☐ No

Are you enrolled in a health insurance plan through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

If you are not enrolled, do you have health insurance available through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

Does the available insurance cover primary care services within 30 miles of the child(ren)'s home?

☐ Yes ☐ No

☐ Yes ☐ No

_____ Your Name _____ Spouse's Name

Under the available insurance, what would be the annual premium for a plan covering you and the child(ren) of this relationship (not including a spouse)?

\$ _____

\$ _____

Under the available insurance, what would be the annual premium for a plan covering you alone (not including children or spouse)?

\$ _____

\$ _____

If you are enrolled in a health insurance plan through a group (employer or other organization) or individual insurance plan, which of the following people is/are covered:

Yourself?

☐ Yes ☐ No

☐ Yes ☐ No

Your spouse?

☐ Yes ☐ No

☐ Yes ☐ No

Minor child(ren) of this relationship?

☐ Yes ☐ No

☐ Yes ☐ No

Number _____

Number _____

Other individuals?

☐ Yes ☐ No

☐ Yes ☐ No

Number _____

Number _____

Name of group (employer or organization) that provides health insurance

Address

Phone number

OATH

(Do not sign until notary is present.)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

PARENT #1: _____
(name)

PARENT #2: _____
(name)

**SCHEDULE A
PARENTING TIME GUIDELINES
FOR TRAVEL DISTANCES UNDER 150 MILES ONE WAY**

Liberal parenting time for both parents with their child(ren) is encouraged. The court recognizes that, if at all possible, parents should create their own schedule for parenting their child(ren). Sample parenting schedules are available for your review and consideration to assist you in the creation of your own parenting schedule. These samples may be obtained from the court or the mediation service.

This particular schedule may or may not be appropriate for you and your child(ren). As parents, you are encouraged to review this schedule and the other sample schedules to determine what is in the best interests of your child(ren).

If this schedule is used, specific items in the judgment entry take precedence over this schedule. The court will make changes or modifications to this schedule as it determines in the best interests of your child(ren) and will modify this schedule for infants and as may be necessary for other special circumstances.

If a child(ren) indicates strong opposition to being with the other parent, it is the responsibility of each parent to appropriately deal with the situation, by calmly talking to the child(ren) as to the child(ren)'s reasons, and to work with the other parent to do what is in the child(ren)'s best interests, and particularly to avoid confrontation or unpleasant scenes. If the matter is not settled, either parent should seek the immediate assistance of a counselor/mental health professional or file a motion. As uncomfortable as this issue may be for a parent, this issue should not go unresolved. It is the absolute affirmative duty of the residential parent to make certain that his or her child goes for the parenting time period.

PARENTING TIME BETWEEN THE CHILD(REN) AND THE PARENT WITH WHOM THE CHILD(REN) IS NOT THEN RESIDING SHALL TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES MAY AGREE, BUT WILL NOT BE LESS THAN:

1. Weekends: Alternate weekends from Friday at 7 pm until Sunday at 7 pm.
2. Weekdays: One weekday evening per week. If the parties cannot agree as to the day and times, then it shall be Tuesday between 5 pm and 7:30pm.
3. Holidays: Unless otherwise agreed, the parents shall alternate holidays on a yearly basis in accordance with the following schedule:

<u>Even-Numbered Years</u>		<u>Odd-Numbered Years</u>	
Martin Luther King Day	Parent 1	Parent 2	Sun.7p.m.-Mon.7p.m.
President's Day	Parent 2	Parent 1	Sun.7p.m.-Mon.7p.m.
Easter	Parent 2	Parent 1	Sat.7 p.m.-Sun. 7 p.m.
Memorial Day	Parent 1	Parent 2	Sun.7p.m.-Mon.7p.m.
July 4 th	Parent 2	Parent 1	7/4 10 a.m.-7/5 9 a.m.
Labor Day	Parent 1	Parent 2	Sun.7p.m.-Mon.7p.m.
Thanksgiving	Parent 2	Parent 1	Wed.7p.m.-Fri. 7 p.m.
Christmas Eve	Parent 1	Parent 2	12/23 7 p.m.-12/24 9 p.m.
Christmas Day	Parent 2	Parent 1	12/24 9 p.m.-12/25 9 p.m.
New Years Eve Day	Parent 1	Parent 2	12/31 5p.m.-1/1 7 p.m.

A holiday that falls on a weekend should be spent with the parent that is scheduled to have the child(ren) for that holiday. The rest of the weekend is to be spent with the parent who would normally have that weekend pursuant to Paragraph one above.

4. School Breaks

- A. Spring Break: Parent 2 will have spring break in the even numbered years and Parent 1 will have spring break in the odd numbered years.
- B. Christmas School Break: Parent 1 will have Christmas school break until December 24th at 9 p.m. in the even numbered years. Parent 2 will have from December 24th at 9 p.m. until the end of the break in even numbered years. In the odd years, the time periods will reverse. Alternate weekends and mid-week parenting time occurring during Christmas school break are forfeited by the other parent and are not required to be made-up.

Break begins at 7 p.m. on the last day of school before the break and ends at 7 p.m. the night before school resumes.

A holiday that falls during the spring break or Christmas break shall be spent with the parent that is scheduled to have the child(ren) for that holiday as provided above. The rest of the break shall be spent with the parent who has that portion of the break for that year as provided above.

5. Other Days:

- A. Mother's Day and Father's Day shall be spent with the appropriate parent. The hours are as agreed, or 9 a.m. to 7 p.m. The rest of the weekend is spent with the parent who would normally have that weekend.
- B. Birthdays: Unless otherwise agreed, the child shall celebrate his/her birthday in the home of the residential parent unless the birthday is on a day the other parent is scheduled parenting time.

C. Other days of special meaning, such as religious holidays, should be decided together, written into the Court Order, and alternated as above.

6. Summer Vacation and Extended Parenting Time: Unless otherwise agreed, the non-residential parent shall have extended summer parenting time with the child(ren) pursuant to one of the following: (check appropriate box)

- ☐ The non residential parent shall have extended parenting time commencing at 7 p.m. on the third Sunday of July and continuing until the last Friday before school commences at 7:00 p.m. Alternate weekend and mid-week parenting times for each parent shall continue throughout the summer unless otherwise agreed or unless a parent and the child(ren) are then vacationing (see below).
- ☐ The non-residential parent shall have extended parenting time on alternate weeks during the summer break. The non-residential parent's parenting time shall commence on the first Sunday after school year has ended at 7:00 p.m. The parents shall continue to exchange the minor child(ren) at 7:00 p.m. throughout the summer until the last Sunday before school commences. Unless otherwise agreed or unless a parent and the child(ren) are then vacationing (see below), the mid-week parenting time for each parent shall continue throughout the summer.

Summer school, necessary for a child to pass the next grade, must be attended.

7. Vacations: Each parent may arrange a vacation of not more than two (2) weeks with the child(ren) per year. The two (2) weeks may be consecutive or nonconsecutive. If the vacation is during the summer school vacation period, the non-residential parent shall schedule his/her two (2) weeks vacation during his/her extended summer parenting time. The residential parent shall arrange his/her vacation outside of the extended parenting time period of the non-residential parent. Alternate weekends and mid-week parenting time scheduled for the non-vacationing parent during the vacationing parent's vacation are forfeited and are not required to be made up.
8. Transportation: The non-residential parent is responsible for all transportation required to pick up the minor child(ren) for that parent's parenting time. The residential parent is required to provide all transportation to return the child(ren) after the end of the parenting time period.
9. Waiting: The residential parent need not wait longer than thirty (30) minutes past the required pick up time. If a visiting parent is late for pick up, said parent, at the discretion of the residential parent, forfeits parenting time for the period. The residential parent is expected to act in good faith and consider reasonable explanations for the delay. Both parents are expected to make reasonable effort to be prompt in the pick up and return of the child(ren) during parenting time. Being habitually late, and/or not exercising parenting time with the child(ren), is not in the child(ren)'s best interest. Should a parent be habitually late in either picking up the child(ren) for parenting time, and/or picking up the child(ren)

at the end of parenting time, or habitually misses entire parenting time periods, appropriate relief may be granted by the Court as provided by law.

10. Cancellations and Illnesses: If a child is ill, the parent with whom the child is then residing should give 24-hour notice of the illness, if possible, to the other parent so that appropriate plans can be made. Loss of parenting times because of sickness of a child and/or family emergencies, weather emergencies or similar problems, may be made up upon the request of the visiting party made, in writing, to the other parent within thirty (30) days after the cancelled parenting time. Said makeup time shall be as agreed to by the parties. Each party should cooperate in good faith to assure the makeup time is achieved. All other cancellations result in forfeiture.
11. Extracurricular Activities/Sports: It is in the best interest of the child(ren), that they be encouraged to participate in extracurricular activities and sports. Each parent shall make reasonable efforts to assure that this continues. The residential parent shall not schedule extracurricular activities for the child(ren) during parenting times of the other parent without first consulting that parent. The final determination as to whether the child(ren) should attend the extracurricular activity during the parenting time shall be left up to the parent scheduled to have parenting time at the time of the activity. Each parent who encourages and enrolls the child(ren) in any extracurricular activity shall provide the other parent with notice of all the activities including schedules, if available, and the names and telephone numbers of the adult persons responsible for the activity, if available. If there is no written schedule, said parent shall orally or electronically provide the other parent with the information concerning the activity.
12. Intent to Relocate: Pursuant to Ohio Revised Code Section 3109.051(G)(1), if the residential parent intends to move, he/she shall immediately file a Notice of Intent to Relocate with the Court. The Court shall send a copy of the notice to the non-residential parent, unless exempted by Ohio Revised Code Section 3109.05(G)(2-4) The Court may or on the motion of the non-residential parent shall schedule a hearing to determine whether it is in the best interest of the minor child to modify the parenting orders. The non-residential parent shall, at a minimum, be entitled to parenting time in accordance with the Court's parenting time schedules for the applicable distance. Blank forms for Notice to Relocate shall be available upon request made to the Court. (Form 4)
13. Access to Records: Pursuant to Ohio Revised Code Section 3109(H) or unless otherwise ordered, the non-residential parent shall have the same access as the residential parent does to all records relating to the minor child(ren), including but not limited to medical and school records.
14. Parental Duties and Rights:
 - A. Health Issues: Each parent shall notify each other of any health problems of the child(ren).

- B. Telephone Access: Both parents are encouraged to provide the other parent reasonable and flexible telephone access to the child(ren). The parent with whom the child(ren) are then residing or staying must provide, at minimum, telephone communication between the child(ren) and other parent at least one time per week. If the parents do not otherwise agree as to that time, then it shall be 7 p.m. each Thursday night for preschool through third grades and 9 p.m. each Thursday for all others. Unless otherwise agreed or ordered, the calling party shall alternate (one week the call is initiated through Parent 1's telephone and the next week the call is initiated through Parent 2's telephone).
- C. Current Address and Telephone Number: Each parent must keep the other parent and the Court informed of their current address and telephone number and any changes in said information.
- D. School Activities: The non-residential parent shall have the right to participate in parent-teacher conferences, school trips, school programs, and other school events in which parents are invited to participate. The parent receiving the grade card shall give a copy to the other parent within three (3) days of receipt.
15. Non-Compliance with Court Order: Any of the responsibilities or rights outlined in this schedule may be enforced by the court upon the filing of the appropriate motion by either party. A parent may not withhold the rights of parenting time because the other parent does not obey a court order, for instance, to pay support, or medical bills, etc. Penalties for willful denial of parenting time include jail sentence and/or modification of parental rights. A parent may seek enforcement of periodic child support order by calling the Child Support Enforcement Agency.

PARENT #1: _____
(name)

PARENT #2: _____
(name)

SCHEDULE B
LONG DISTANCE PARENTING TIME GUIDELINES
(OVER 150 MILES ONE WAY)

Liberal parenting time for both parents with their child(ren) is encouraged. The court recognizes that, if at all possible, parents should create their own schedule for parenting their child(ren). Sample parenting schedules are available for your review and consideration to assist you in the creation of your own parenting schedule. These samples may be obtained from the court or the mediation service,

This particular schedule may or may not be appropriate for you and your child(ren). As parents, you are encouraged to review this schedule and the other sample schedules to determine what is in the best interests of your child(ren).

If this schedule is used, specific items in the judgment entry take precedence over this schedule. The court will make changes or modifications to this schedule as it determines in the best interests of your child(ren) and will modify this schedule for infants and as may be necessary for other special circumstances.

If a child(ren) indicates strong opposition to being with the other parent, it is the responsibility of each parent to appropriately deal with the situation, by calmly talking to the child(ren) as to the child(ren)'s reasons, and to work with the other parent to do what is in the child(ren)'s best interests, and particularly to avoid confrontation or unpleasant scenes. If the matter is not settled, either parent should seek the immediate assistance of a counselor/mental health professional or file a motion. As uncomfortable as this issue may be for a parent, this issue should not go unresolved. It is the absolute affirmative duty of the residential parent to make certain that his or her child goes for the parenting time period.

PARENTING TIME FOR THE NON-RESIDENTIAL PARENT IS TO TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES MAY AGREE:

THIS SHALL NOT BE LESS THAN:

1. Christmas: School vacation in the odd numbered years.
2. Spring Break: Spring break vacation in odd-numbered years.
3. Alternative Holiday Plan: Those who wish more frequent contact, and who develop a plan to pay for transportation, may have half of spring break vacation, half the summer, alternate year Thanksgiving, and half of Christmas school vacation each year. The holidays themselves may be alternated, as the parties agree, or spring break and Thanksgiving in the odd-numbered years and Christmas school vacation in the even-numbered years for the non-residential parent. Unless otherwise agreed, the Thanksgiving Holiday shall be from 7 p.m. Wednesday to 7 p.m. Sunday.

4. Summer Parenting Time: Summer parenting time for the non-residential parent, unless otherwise agreed, shall start the first Saturday after school is out, at 12 p.m. and end the first Saturday in August, at 12 p.m. Summer school, necessary for the child(ren) to pass the next grade, must be attended. If this occurs, makeup time may be added in August. The residential parent shall notify the non-residential parent by March 15 of when the summer vacation begins and ends. The non-residential parent must notify the residential parent as to his/her intentions by April 15.

Each parent must provide the other parent with destination, times of arrival and departure, and method of travel for the summer parenting time, if said parent takes a vacation and/or a trip with the child(ren) outside of that parent's community.

5. Additional Parenting Time:

- a.) Weekend: A once-a-month, weekend visit to the non-residential home will be permitted. The residential parent must be notified at least one week in advance. The non-residential parent must bear the transportation costs.
- b.) Father's Day or Mother's Day can always be spent with the appropriate parent subject to the visiting parent bearing travel expenses.
- c.) There may be times, not on the parenting time schedule, when the residential parent and child(ren) are traveling and are in the area where the non-residential parent lives; or times when the non-residential parent is traveling and is the area where the child(ren) live. If either is the case, then the traveling parent shall notify the other parent of the dates and times when said traveling parent will be in the area of the other parent. If the parent, who does not have possession of the child(ren), wishes to have parenting time, both parents should attempt to negotiate a reasonable time for said parenting time. If the parents cannot agree, the parenting time shall be the length of time requested by the parent who does not have possession of the child(ren), or a 48-hour period, whichever is less. Unless the parties agree otherwise, however, these parenting opportunities shall be limited to one (1) per month.
6. Transportation: Unless otherwise agreed or ordered by the Court, the cost of transportation shall be shared equally by the parties. The parties are encouraged to decide in advance how the transportation costs shall be allocated and include the provision for sharing of the transportation costs into an Order of the Court.
7. Waiting: Either parent shall immediately notify the other parent of any delay, as soon as he/she becomes aware of the delay. The residential parent is expected to act in good faith and shall consider all reasonable explanations for any delay in the pick-up of the minor child(ren) by the non-residential parent. If the non-residential parent has failed to notify the residential parent that he/she is going to be late, the residential parent need not wait longer than thirty (30) minutes past the required pickup time. Under those circumstances, the non-residential parent may, at the discretion of the residential parent, forfeit his/her

parenting time. All parties are expected to make reasonable efforts to be prompt in the pickup and return of the child(ren) during parenting time. Being habitually late, and/or not exercising parenting time with the child(ren), may not be in the child(ren)'s best interest. Should a party be habitually late in either picking up the child(ren) for parenting time, and/or picking up the child(ren) at the end of parenting time, or habitually miss entire parenting time periods, appropriate relief may be granted by the Court as provided by law.

8. Cancellations and Illnesses: If a child is ill, the parent with whom the child is then residing should give 24-hour notice of the illness, if possible, to the other parent so that appropriate plans can be made. Loss of parenting times because of sickness of a child and/or family emergencies, weather emergencies or similar problems, may be made up upon the request of the visiting party, in writing, to the other parent within thirty (30) days after the cancelled parenting time. Said makeup time shall be as agreed to by the parties. Each party should cooperate in good faith to assure the makeup time is achieved. All other cancellations result in forfeiture.
9. Intent to Relocate: Pursuant to Ohio Revised Code Section 3109.051(G)(1), if the residential parent intends to move, he/she shall immediately file a Notice of Intent to Relocate with the Court. The Court shall send a copy of the notice to the non-residential parent, unless exempted by Ohio Revised Code Section 3109.05(G)(2-4) The Court may or on the motion of the non-residential parent shall schedule a hearing to determine whether it is in the best interest of the minor child to modify the parenting orders. The non-residential parent shall, at a minimum, be entitled to parenting time in accordance with the Court's parenting time schedules for the applicable. Blank forms for Notice to Relocate shall be available upon request made to the Court. (Form 4)
10. Access to Records: Pursuant to Ohio Revised Code Section 3109(H) or unless otherwise ordered, the non-residential parent shall have the same access as the residential parent does to all records relating to the minor child(ren), including but not limited to medical and school records.
11. Parental Duties and Rights:
 - a.) Health Issues: Each parent shall notify each other of any health problems of the child(ren).
 - b.) Telephone Access: Both parents are encouraged to provide the other parent reasonable and flexible telephone access to the child(ren). The parent with whom the child(ren) are then residing or staying must provide, at minimum, telephone communication between the child(ren) and the other parent at least one time per week. If the parents do not otherwise agree as to that time, then it shall be 7 p.m. each Thursday night for preschool through third grades and 9 p.m. each Thursday for all others. Unless otherwise agreed or ordered, the calling party shall alternate (one week the call is initiated through Parent 1's telephone and the next week the call is initiated through Parent 2's telephone).

- c.) Current Address and Telephone Number: Each parent must keep the other parent and the Court informed of their current address and telephone number and any changes in said information.
- d.) School Activities: The non-residential parent shall have the right to participate in parent-teacher conferences, school trips, school programs, and other school events in which parents are invited to participate. The parent receiving the grade card shall give a copy to the other parent within three (3) days of receipt.
12. Clothing: Unless otherwise agreed, the residential parent is responsible for providing sufficient and appropriate clothing for every parenting time period, based on the lifestyle of the residential parent and child(ren). If the planned activities required special or unusual clothing needs, the non-residential parent must notify the residential parent at least two (2) weeks in advance of the parenting time. If the child(ren) do(es) not have the type of clothing requested, the residential parent is under no obligation to comply with the request. All clothing sent by the residential parent shall be returned at the time the minor child(ren) is returned to the residential parent. Additionally, unless otherwise agreed, any clothing purchased by the non-residential parent, and which the child(ren) are wearing upon their return to the residential parent after parenting time, shall be returned by the residential parent to the non-residential parent at the next parenting time period.
13. Non-Compliance with Court Order: Any of the responsibilities or rights outlined in this schedule may be enforced by the court upon the filing of the appropriate motion by either party. A parent may not withhold the rights of parenting time because the other parent does not obey a court order, for instance, to pay support, or medical bills, etc. Penalties for willful denial of parenting time include jail sentence and/or modification of parental rights. A parent may seek enforcement of periodic child support order by calling the Child Support Enforcement Agency.

PARENT #1: _____
(name)

PARENT #2: _____
(name)

**SCHEDULE C
MAINTENANCE OF INSURANCE AND PAYMENT
OF EXTRAORDINARY EXPENSES FOR MINOR CHILDREN**

1. ☐ PARENT 2 The person checked:
☐ PARENT 1 is ordered to maintain in full force and
☐ _____ effect a policy for medical, surgical, and hospital
 insurance for the minor child(ren).

2. Unless otherwise agreed or ordered, the residential parent, legal custodian or child support obligee shall pay the first \$388.70 per child annually of necessary uncovered expenses.

After the residential parent, legal custodian or child support obligee has paid said expenses of \$388.70 per year per minor child, both shall share in the payment of further expenses for the year in accordance with the percentage of income shown on the child support worksheet currently in effect. The parent, legal custodian or child support obligee shall provide the other parent(s) the original or copies of all medical bills, and explanation of Benefit Forms (EOB) within ninety (90) days of the date on the bill or EOB absent extraordinary circumstances. The other parent(s) shall, within thirty (30) days of receipt of said bill, then either reimburse the parent, legal custodian or child support obligee or pay directly to the medical provider, that parent's percentage share of the bill per the child support worksheet.

The person obligated to provide insurance shall promptly provide the other parent the insurance card and all other documentation and/or information necessary to secure coverage available for the benefit of the minor child. Both shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of said expenses.

Should the health insurance coverage be canceled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, the parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

3. The term "medical expense" or "medical records" as used above and in parenting schedules A and B, shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative medical expenses/records related to the treatment of the human body and mind. "Major medical expense" includes all uncovered medical expenses that are or may exceed \$500.
4. The Court expressly reserves jurisdiction to reapportion payment of medical expenses between the parties, which are not covered by insurance, upon the motion of either party. Generally, the Court will not consider such a motion unless the expenses are "major medical expenses" as defined above.
5. When it is determined that it is necessary for a minor child to incur major medical expenses not of an emergency nature, the responsible parent shall immediately notify the other parent before authorizing treatment. The other parent has a right to know the necessity for, proposed cost of treatment, and proposed payment schedule, and may also secure an independent evaluation to determine the necessity for treatment of the child at his/her expense.

SCHEDULE D
Provisions of Health Insurance for Minor Children

The determination set forth herein is based on information provided to the court or to the child support enforcement agency under section 3119.31 of the Revised Code. Unless otherwise specified by the Court or other legal authority, health insurance shall be considered to be available to a party at a reasonable cost if available to the party through employment, unless the cost of providing insurance to the child(ren) in combination with the party's child support obligation(s), if any, exceeds the maximum amount permitted under the Consumer Credit Protection Act, 15 U.S.C. 1673(b). The parties shall immediately notify the County CSEA of any changes in the status of health insurance coverage available or provided for the benefit of the minor children who are the subject of this order.

The support order entered herein shall include one of the following selected requirements:

(A) The obligor under the child support order shall obtain health insurance coverage for the child (ren), the court finding that coverage is available at a reasonable cost through a group policy, contract, or plan offered by the obligor's employer or through any other group policy, contract, or plan available to the obligor, such as that of a parent or current or future spouse, and is not available for a more reasonable cost through a group policy, contract, or plan available to the obligee;

(B) The obligee under the child support order shall obtain health insurance coverage for the child(ren), the court finding that coverage is available at a reasonable cost through a group-policy, contract, or plan offered by the obligee's employer or through any other group policy, contract, or plan available to the obligee, such as that of a parent or current or future spouse, and is available at a more reasonable cost than coverage is available to the obligor;

(C) Finding that health insurance coverage for the children is not available at a reasonable cost through a group policy, contract, or plan offered by the obligor's or obligee's employer or through any other group policy, contract, or plan available to the obligor or the obligee, the obligor and the obligee shall share liability for the cost of the medical and health care needs of the children, under the following equitable formula established by the court:

If, after the issuance of this order, health insurance coverage for the children becomes available at a reasonable cost through a group policy, contract, or plan offered by the obligor's or obligee's employer or through any other group policy, contract, or plan available to the obligor or obligee, such as that of a current or future spouse, the obligor or obligee to whom the coverage becomes available shall immediately obtain the said insurance and inform the child support enforcement agency, which agency shall inform the court of such availability and of any action required to modify, or otherwise satisfy the requirements of Ohio law and this order;

(D) Both the obligor and the obligee shall obtain health insurance coverage for the children, provided the same becomes and/or remains available at a reasonable cost to both the obligor and the obligee through employment or alternate source, the Court finding that coverage is available for the children at a reasonable cost to both the obligor and the obligee through employment or alternate source, and that dual coverage would provide for coordination of medical benefits without unnecessary duplication of coverage.

_____ (county) CSEA

(CSEA Address)

_____ (applicant name)

(applicant address)

APPLICATION FOR CHILD SUPPORT SERVICES NON-PUBLIC ASSISTANCE APPLICANT/RECIPIENT

IMPORTANT: If you are receiving ADC or Medicaid, do not complete this application because you became eligible for child support services when you signed the ADC/Medicaid application.

I, _____, request child support services from the _____ CSEA (Child Support Enforcement Agency). I understand and agree to the following:

- A. I am a resident of the county in which services are requested and no other Ohio county has jurisdiction over support – OR – I am requesting services from the Ohio county of jurisdiction.
- B. The only fee that can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.
- C. Recipients of child support services shall cooperate to the best of their ability with the CSEA. (See attached rights and responsibility information).
- D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

The Child Support Enforcement Agency can assist you in providing the following services:

1. **Location of Absent Parents.**
The agency can assist in finding where an absent parent is currently living, in what city, town, or state. The applicant can request 'Location Only Services', if the sole need is to find the whereabouts of the absent parent.
2. **Establishment or Adjustment of Child Support and Medical Support.**
The CSEA can assist you to obtain an order for support if you are separated, have been deserted, or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (adjustment), and to establish a medical support order.
3. **Enforcement of Existing Orders.**
The CSEA can help you collect current and past-due child support.
4. **Federal and State Income Tax Refund Offset Submittals for the Collection of Child Support Arrearages.**
The agency can collect past-due support (arrearages) by intercepting a payor's federal and state income tax refunds in some cases.
5. **Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.**
The agency can help you get payroll deductions for current and past-due child support and can intercept unemployment compensation to collect child support.
6. **Establishment of Paternity.**
The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child. An absent parent may request paternity services.
7. **Collection and Disbursement of Payments.**
The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Past-due support collected will be paid to you until all of the past-due support you are owed is paid.
8. **Interstate Collection of Child Support.**
The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

APPLICANT INFORMATION

Name: _____	Date of Birth: _____
Home Address: _____ _____	Mailing Address: _____ _____
Home Phone #: _____	
Social Security #: _____	Sex: _____
Race: _____	<input type="checkbox"/> Single <input type="checkbox"/> Married
Relationship to Children: _____	<input type="checkbox"/> Divorced <input type="checkbox"/> Separated
Military Service _____	Ever been on _____
(Branch, Dates): _____	Public Assistance? _____
	(When and Where) _____

EMPLOYER INFORMATION

Employer Name: _____	Employer Phone #: _____
Employer _____	Is Medical Insurance Available? _____
Address: _____ _____	

	CHILD 1	CHILD 2	CHILD 3
Name:			
Sex:			
Race:			
Social Security #:			
Date of Birth:			
Home Address:			
Location of Birth:			

(Country, State, City)			
Has Paternity (Fatherhood) been Established?			
Name(s) of Absent Parent(s):			
Is there an Order for Support?			
Is the Child covered by Medical Insurance?			

ABSENT PARENT INFORMATION

	PARENT 1	PARENT 2	PARENT 3
Name (and alias):			
Home Address:			
Mailing Address:			
Social Security #:			
Date of Birth:			
Location of Birth (Country, State, City):			
Race:			
Sex:			
Height / Weight:			
Hair / Eye Color:			
Identifying Marks (Tattoos, scars, etc.):			
Names of Children:			
Name and Address of Employer:			

Employer Phone #:			
Medical Insurance Provided?			
Support Order #:			
Date of Support Order:			
Amount of Support:	\$	\$	\$
Order Frequency:	Per	Per	Per
Location where Order was issued:			
Military Service (Branch, Dates):			
Ever Incarcerated? (Location, Dates):			
Arrest Record (Location, Dates):			
Name, Address Current Spouse:			
Father's Name:			
Mother's Name (Maiden):			
Ever been on Public Assistance? (Location, Dates)			

Type(s) of Service(s) Requested:

- ☐ All services listed
- ☐ Location of absent parent only
- ☐ Other (please explain)

I understand that the Child Support Agency within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant: _____

Date: _____

FORM #1

CHILD SUPPORT

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective _____, 20__.

For purposes of this order:

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 is the child support obligor (*pays support*), and
☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 is the child support obligee (*receives support*).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (*receives support*):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____
(fill in last four digits)
Date of Birth: _____

SUPPORT OBLIGOR (*pays support*):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____
(fill in last four digits)
Date of Birth: _____

A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$_____ per child, per month for _____ (*number*) child(ren), for a total of \$_____ per month. (*Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet*)

B. Overnight Parenting Time Deviation

☐ Pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

☐ exceeds 90 overnights but is not more than 146 overnights (_____ overnights).

☐ A deviation is *not* granted.

☐ The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons: _____

-OR-

☐ is equal to or exceeds 147 overnights (_____ overnights).

A deviation is ☐ granted ☐ not granted for the following reasons:

C. Other Deviation Factors *(if applicable)*

☐ Pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

☐ Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren) _____

☐ Other court ordered payments _____

☐ Extended parenting time or extraordinary costs associated with parenting time including extraordinary travel expenses when exchanging the child(ren) or children

☐ Financial resources and the earning ability of the child(ren) _____

☐ Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent _____

☐ Obligor's income, if the obligor's annual income is equal to or less than one hundred percent (100%) of the federal poverty level _____

☐ Benefits either parent receives from remarriage or sharing living expenses with another person _____

☐ Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents _____

☐ Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing _____

☐ Extraordinary work-related expenses incurred by either parent _____

☐ Standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married _____

☐ Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen _____

☐ The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who are not subject to the support order _____

☐ Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) are emancipated _____

☐ Costs incurred or reasonably anticipated to be incurred by the parents in compliance with court-ordered reunification efforts in child abuse, neglect, or dependency cases _____

☐ Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate provided in Ohio Revised Code §3119.05(O)(1)(d) including extraordinary costs associated with caring for a child(ren) with specified physical, psychological, or education needs _____

☐ Other relevant factors (specify): _____

☐ Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*

☐ Ability of each parent to maintain adequate housing for the child(ren)

☐ Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses

☐ Any other circumstances (specify): _____

D. Monthly Child Support Obligation

The child support obligor (*pays support*) shall pay child support in the amount \$_____ per child, per month for _____ (number) child(ren), for a total of \$_____ per month, plus 2% processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

E. Arrearages

Child support arrearages for the minor child(ren) herein payable either by temporary or final order accruing during any period of time when either parent assigned support rights and received or receives benefits from any Department of Job & Family Services for said child(ren) shall survive and continue as an enforceable obligation due the Department of Human Services that provided said benefits, until paid in full.

☐ Any temporary child support arrearage and cash medical support arrearage owed to a party will survive this Judgment Entry.

☐ Any temporary child support arrearage and cash medical support arrearage owed to a party will not survive this Judgment Entry.

☐ Other: _____

F. Method to Secure Support Payment(s)

All support under this order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code or a withdrawal directive issued pursuant to §§3123.24 to 3123.38 of the Ohio Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with Ohio Revised Code §3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.

Pursuant to Ohio Revised Code §3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the

_____ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

(Check one of the following three boxes below)

☐ The support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

INCOME SOURCE: _____

ADDRESS: _____

-OR-

☐ The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: _____

ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the _____ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

-OR-

☐ The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

☐ The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with

Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

G. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age 18 unless one of the following circumstances applies:

- The children is/are mentally or physical disabled and is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of 19, whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

☐ The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

☐ The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability are as follows: _____

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the _____ County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the _____ County Child Support Enforcement Agency may be contempt of court.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

HEALTH INSURANCE COVERAGE

A. Availability of Private Health Insurance Coverage:

(Check one of the following two boxes)

☐ Private Health Insurance is NOT available for the minor child(ren).

Neither parent has accessible private health insurance available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

Plaintiff/Petitioner 1 and Defendant/Petitioner 2 shall notify the Child Support Enforcement Agency if private health insurance becomes available for the (child)ren at a reasonable cost. If private health insurance coverage for the child(ren) named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall obtain the private health insurance coverage for the child(ren) not later than 30 days after it becomes available, and shall inform the _____ County Child Support Enforcement Agency (CSEA) when private health insurance coverage for the child(ren) has been obtained.

If private health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the Child Support Enforcement Agency and may seek a modification of the child support order with respect to the cost of the health insurance coverage.

-OR-

☐ Private Health Insurance IS available for the minor child(ren).

☐ Plaintiff/Petitioner 1 has ☐ Defendant/Petitioner 2 has ☐ Both parents have health insurance available for the minor child(ren).

The available private health insurance for the minor child(ren) is accessible because: *(Check one of the following three boxes)*

☐ Primary care services are within 30 miles of the child(ren)'s residence.

☐ The Court permits primary care services farther than 30 miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.

☐ Primary care services are accessible by public transportation because public transportation is the obligee's only source of transportation.

Reasonableness of cost of private health insurance for the child(ren):

Pursuant to Ohio Revised Code §3119.29(G), for purposes of determining reasonable cost, the cost of health insurance is an amount equal to the difference in cost between self-only and family coverage.

(Check one of the following two sections)

☐ The cost of the private health insurance available to ☐ Plaintiff/Petitioner 1 and/or ☐ Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. (Line 8 Child Support Computation Worksheet)

-OR-

☐ The cost of the private health insurance available to ☐ Plaintiff/Petitioner 1 and/or ☐ Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum (Line 8 Child Support Computation Worksheet); and

(Check one of the three sections below):

☐ Both parents agree that ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 ☐ Both parents shall obtain or maintain private health insurance, the cost of which exceeds the Health Insurance Maximum for that parent.

-OR-

☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 has requested to obtain or maintain private health insurance, the cost of which exceeds the Health Insurance Maximum for that parent.

-OR-

☐ It is in the best interest of the child(ren) for ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 to obtain or maintain private health insurance for the children even though the cost of which exceeds that parent's Health Insurance Maximum. The cost of this private medical insurance will not impose an undue financial burden because: _____

B. Health Insurance Obligor

☐ Plaintiff/Petitioner 1 is ☐ Defendant/Petitioner 2 is ☐ Both parents are hereby designated as the health insurance obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor(s) until further order of Court for the following reasons:

(Check one of the following five boxes)

☐ The child support obligee is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).

☐ The child support obligor already has health insurance coverage available for the child(ren) that is reasonable in cost.

☐ The child support obligor already has health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the health insurance obligor and provide coverage.

☐ The child support obligee is a non-parent individual or agency that has no duty to provide medical support.

☐ Both parents wish to be named the health insurance obligor and already have health insurance coverage in place or have health insurance coverage available for the child(ren).

If both parents are maintaining health insurance coverage for the minor child(ren), ☐ Plaintiff/Petitioner 1's ☐ Defendant/Petitioner 2's health insurance plan shall be considered the primary health insurance plan for the child(ren).

Should health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent of the cancellation.

C. Health Insurance Coverage Requirements *(Pursuant to Ohio Revised Code §3119.32)*

Within thirty days after the issuance of this support order, the Health Insurance Obligor(s) must designate the child(ren) named in this document as covered dependents under any health insurance policy, contract, or plan for which the Health Insurance Obligor(s) contract(s).

The individual who is designated to be reimbursed for medical expenses for the child(ren) named in this document is:

Name: _____
Address: _____

Within thirty days after the issuance of this order, the Health Insurance Obligor(s) shall provide to the Child Support Enforcement Agency documentation that verifies coverage is being provided as ordered.

The Health Insurance Obligor may be required to pay extraordinary medical expenses for the child(ren).

The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under Ohio Revised Code §3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with Ohio Revised Code §3119.32 and any order or notice issued under Ohio Revised Code §3119.32.

Within thirty days of the date of this support order, the Health Insurance Obligor must provide to the other party information regarding benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

CASH MEDICAL SUPPORT & CHILDREN'S MEDICAL EXPENSES

A. Liability for Child(ren)'s Medical Care Expenses

Pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the medical care expenses of the child(ren) who is/are not covered by private health insurance.

Cash medical support is an amount paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Ordinary medical expenses include copayments and deductibles, and uninsured medical-related costs.

Extraordinary medical expenses are any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all medical records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "medical expense" or "medical records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a medical bill, and/or an Explanation of Benefits (EOB), or who incurs a medical expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$ _____. (Line 23a Child Support Computation Worksheet)

The Obligor's (*pays support*) guideline **annual** cash medical support obligation is \$ _____. (Line 23b Child Support Computation Worksheet)

The Obligee's (*receives support*) guideline **annual** cash medical support obligation is \$ _____ (Line 23b Child Support Computation Worksheet) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (*if applicable*)

Pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

☐ The same reasons referenced in this document regarding the child support deviation.

-OR-

☐ _____

D. Cash Medical Support Obligation and Division of Child(ren)'s Medical Expenses

(Check one of the following two boxes)

☐ The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$ _____ per child, per month, for _____ (*number*) child(ren) for a total of \$ _____, per month, plus 2% processing charge. (Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet)

Plaintiff/Petitioner 1 shall pay _____ % and Defendant/Petitioner 2 shall pay _____ % of the extraordinary medical expenses of the child(ren) (those calendar year medical expenses in excess of \$ _____, the parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet). (Line 23a Child Support Computation Worksheet)

-OR-

☐ The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (number) child(ren) for a total of \$_____, per month, plus 2% processing charge. (Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet)

Obligee's cash medical support obligation is deviated to \$_____ per month. (Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet) Oblige's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay _____% and the Defendant/Petitioner 2 shall pay _____% of the extraordinary medical expenses of the child(ren) (those calendar year medical expenses in excess of \$_____, the total combined **annual** deviated cash medical support obligation for Obligor and Obligee, as determined by the applicable worksheet). (Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet)

FORM #2
IN THE COURT OF COMMON PLEAS

COUNTY, OHIO
Division

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Street Address

City, State and Zip

vs.

Defendant/Respondent/Petitioner

Street Address

City, State and Zip Code

:
Case No. _____

:
Judge _____

:
Magistrate _____

WAIVER OF SERVICE OF SUMMONS

I, _____ (name), acknowledge that I am the ☐ Petitioner ☐ Plaintiff
☐ Defendant ☐ Respondent (select one) and that I have received a copy of the following documents filed or
to be filed by the other party:

- ☐ Complaint for Parentage
- ☐ Complaint ☐ Motion (select one) for Allocation of Parental Rights and Responsibilities (Custody)
- ☐ Complaint ☐ Motion (select one) for Parenting Time (Companionship and Visitation)
- ☐ Complaint ☐ Motion (select one) for Establishment or Change of Child Support
- ☐ Journal Entry and Findings of Fact Supporting Child Support Deviation
- ☐ Health Insurance Affidavit
- ☐ Complaint for Divorce with Children
- ☐ Complaint for Divorce without Children
- ☐ Separation Agreement
- ☐ Shared Parenting Plan
- ☐ Parenting Plan
- ☐ Petition for Dissolution
- ☐ Agreed Judgment Entry, Magistrate's Decision, Order, and/or Magistrate's Order

- ☐ Affidavit of Income and Expenses
- ☐ Affidavit of Property
- ☐ Parenting Proceeding Affidavit
- ☐ Motion for Contempt and Affidavit
- ☐ Motion and Affidavit or Counter Affidavit for Temporary Orders with Oral Hearing
- ☐ Other (specify): _____

I waive service of summons of said document by the Clerk of Court.

Date

Your Signature

Telephone number at which the Court may reach you
or at which messages may be left for you

COUNTY, OHIO
Division

Magistrate

Signature

Name of Child: _____

Case No.

EXPLANATION OF HEALTH CARE BILLS

[illegible]

Total Amount of Claim \$ _____

Your Signature _____ **Date** _____

Date _____

Supreme Court of Ohio
Uniform Domestic Relations Form – 26
Uniform Juvenile Form – 8
EXPLANATION OF HEALTH CARE BILLS
Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46
Effective Date: 7/1/2013

APPENDIX H

Court Orders

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

vs.

Case No. _____

Plaintiff_____
DefendantPRELIMINARY INJUNCTIONS

IT IS ORDERED, PURSUANT TO LOCAL RULE 10.01, EFFECTIVE ON THE DATE A COMPLAINT IS FILED THAT EACH SPOUSE IS ENJOINED FROM COMMITTING ANY OF THE FOLLOWING ACTS:

1. Removing, or causing to be removed, the child(ren) born or adopted by the parties and/or the child(ren) of either or both spouses, if any, from the Court's jurisdiction without leave of Court; and
2. Causing physical abuse, annoying, inflicting bodily injury, attempting to cause or recklessly cause bodily injury, threatening the use of force or imminent physical harm, stalking, harassing, interfering with or imposing any restraint on the personal liberty of the other spouse, committing any act with respect to a child in violation of the Revised Code of Ohio; and
3. Incurring debt in the name of the other spouse except for necessary food, housing, utilities, medical care, and necessary transportation; and
4. Selling, removing, transferring, encumbering, pledging, hypothecating, damaging, hiding, concealing, assigning or disposing of any and all property, real or personal, owned by both or either spouse or a child (including household goods, vehicles, financial accounts, and the personal property of each), without the prior written consent of the spouse or the Court. Excluded is any account now used for the payment of living costs; and
5. Voluntarily changing the terms of, or beneficiary of, terminating coverage of, cashing in, borrowing against, encumbering, transferring, canceling or failing to renew any type of insurance, including health, automobile, life, home, liability, disability, or fire insurance that provides coverage for a spouse or child(ren) born or adopted by the parties; and
6. Voluntarily liquidating, encumbering, borrowing against, cashing in, changing the beneficiary of, terms, or conditions of any retirement or pension plan or program that provides any benefit to a spouse or a child(ren) born or adopted by the parties and/or of either or both spouses; and
7. Voluntarily interrupting or terminating any utility service to the marital residence without prior written consent of the other spouse or the Court.

Nothing in the above restraining orders precludes a spouse from using their property to pay necessary and reasonable attorney fees, litigation and court costs in this action.

JudgeWARNING

This is an official court order. If you disobey any order of court, you may be found in contempt of court, sentenced to jail, fined, and ordered to pay costs and attorney fees, in addition to any other legal remedy available to the spouse, child or other dependent affected. This order is in effect until (1) the court issues an order which modifies or terminates it; (2) a judgment for divorce or legal separation is filed with the Clerk of Court specifically dismissing each injunction.

COURT ORDER #2
IN THE COURT OF COMMON PLEAS

COUNTY, OHIO

Division

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner
vs. _____

Defendant/Respondent/Petitioner

: Case No. _____
:
: Judge _____
:
: Magistrate _____

: **ORDER APPOINTING GUARDIAN**
: **AD LITEM**

_____ having moved for the appointment of a guardian ad litem, and it appearing that appointment of a guardian ad litem is essential to protect the interests of the minor child(ren); it is hereby

ORDERED, that _____ be and hereby is appointed guardian ad litem for the minor child(ren), _____; it is further

ORDERED, that upon presentation of a copy of this order to any agency, hospital, physician, chiropractor, optometrist, dentist, nurse or other medical, dental or optical practitioner, psychologist, psychiatrist, or other mental health practitioner, organization, school, person, or office including, but not limited to, the Clerk of this Court, human services agencies, public children services agencies, private child placing agencies, health departments, juvenile courts, and juvenile probation departments, the guardian ad litem shall be permitted to inspect and copy any records relating to the child(ren)/parent and/or to confer with any and all professionals who may provide information relative to said minor child(ren)/parent with respect to issues pending before this Court without the consent of the child(ren) or parent(s); it is further

ORDERED, that the guardian ad litem appointed to this cause shall maintain any information received from any such source as confidential, and will not disclose the same except to report to the Court or as the Court directs or law permits; it is further

ORDERED, that the guardian ad litem shall be given notice of and shall appear at all hearings or proceedings scheduled in this cause and assure proper representation of the child(ren) at said hearings; unless excused or otherwise indicated by the Court; it is further

ORDERED, that the guardian ad litem shall be notified of any hearings, reviews, investigations, depositions, or other proceedings concerning the children) and shall be entitled to attend the same; it is further

ORDERED that the guardian ad litem shall be notified prior to any change being made in the children's residential placement and/or case plan by any party, except those actions taken to prevent immediate or threatened physical or emotional harm to the child(ren) as provided in 2151.41.2, in which case the guardian ad litem must be notified before the end of the next business day after the change is made; it is

ORDERED that the GAL shall include the following **NOTICE** in **BOLD** print within the body of their report:

This document is being provided to the Court, unrepresented parties and legal counsel of record. If you are an attorney, you may share its contents with your client. However, any additional disclosure of this report must be approved *in advance* by the Court. Any person who copies this report, posts on social media or other mediums or discloses all or portions of the report to another person, without prior approval, shall be subject to Court action including penalties for contempt which include incarceration and fines.

ORDERED that the GAL shall be served with copies of all pleadings. All judgment entries relating to the allocation of parental rights and responsibilities shall be submitted to the GAL for approval; it is

ORDERED that the GAL shall strictly comply with Rule 48 of the Rules of Superintendence for the Courts of Ohio.

ORDERED that the GAL shall charge at the rate of _____ per hour for his/her services.

ORDERED that fees for said guardian ad litem shall be taxed as follows: _____

Date Approved

Judge/Magistrate

CERTIFICATION

A copy of this order was hand-delivered or mailed to counsel of the parties or to the parties without counsel and to the guardian ad litem this _____ day of _____, 20_____. [Receipt of a copy of this order was waived by the parties and/or counsel.

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO
 DOMESTIC RELATIONS DIVISION
 JUVENILE DIVISION

CASE NUMBER:

JUDGE

QUALIFIED MEDICAL SUPPORT ORDER

* * * * *

1. It is intended that this Order constitute a Qualified Medical Support Order as defined in Section 609 of the Employee Retirement and Income Security Act of 1974, as amended, and R.C.3113.217.

2. This Order applies to the _____ (the "Plan") which the court has determined to be the only group health insurance and health care policy, contract, or plan that is available to _____ (hereinafter referred to as the "Obligor") and _____ (hereinafter referred to as the "Obligee"), at reasonable cost. (You would substitute the name of the plan for each instance).

3. The Obligor is a participant in the Plan. The last-known mailing address and telephone number of the Obligor is _____, phone # _____.

4. Pursuant to the terms of a Judgment Entry filed _____, 20____, the Obligor was ordered to maintain his/her minor child(ren) on Obligor's health insurance plan.

5. The minor child(ren) referred to in Section 4, above, hereinafter designated the "Alternate Recipient(s)", is/are _____ (name, address, SS#, DOB). The Obligor is hereby ordered to secure coverage for the Alternate Recipient(s) from the Plan, or, in the event the Obligor is no longer eligible to participate in the Plan, from a health insurance policy, contract, or plan that provides coverage similar to that provided by the Plan. The Obligor shall, within thirty (30) days of the date of the Order, furnish written proof to the Child Support Enforcement Agency that the coverage has been obtained. The Obligor is directed to execute the necessary documents or comply with any directions or instructions issued by the Plan Administrator to facilitate the provision of coverage to the Alternate Recipients.

6. The Obligor shall supply the other parent with the information regarding the benefits, limitations, and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage, and a copy of any necessary insurance cards. In addition, the Obligor shall submit a copy of this Order to the insurer at the time the Obligor make application to enroll the Alternate Recipient(s) for coverage. The Obligor shall furnish written proof, within thirty (30) days of the issuance of this Order that he has complied with the requirements of this paragraph.

7. The Plan Administrator is directed to provide coverage to the Alternate Recipient(s) as soon as is administratively feasible after it has been determined that the Order satisfies the requirements of Section 609 of ERISA and R.C. § 3113.217.

8. It is the intent of this Order that medical plan coverage for the Alternate Recipient(s) is subject to all terms and conditions of the Plan in the same manner as if the Alternate Recipient(s) qualified as (a) dependent(s) under the terms of the Plan.

9. The Obligor, _____ (name, address, SS# and phone #), shall be reimbursed for out-of-pocket medical, optical, hospital, dental or prescription expenses paid for each child who is subject of the Order. The Plan, or any successor plan, may continue making payment for medical, optical, hospital, dental or prescription expenses paid for each child who is the subject of the Order. The Plan, or any successor plan, may continue making payment for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the applicable provisions of the Plan.

10. The Obligor and Obligee shall designate the child(ren) who are the subject of this Order as covered dependents under any health insurance or health care policy, contract or plan for which they contract no later than thirty (30) days after the issuance of the Order.

11. **OPTIONAL PARAGRAPH** – The Obligor and Obligee shall be responsible for any co-payment or deductible costs required under the applicable provisions of the Plan in accordance with the following formula: Obligor _____%; Obligee _____%.

12. If the Obligor fails to comply with the requirements of this Order, the Child Support Enforcement Agency shall comply with the procedures specified in R.C. § 3113.217(F) to obtain a court order requiring the Obligor to obtain the health insurance coverage required under the terms of this Order.

13. During the time that this Order is in effect, the employer of the Obligor is required to release to the other parent or the Child Support Enforcement Agency, upon request, any necessary information on the health insurance coverage, including, but not limited to, the name and address of the insurer and any policy, contract, or plan number, and to otherwise comply with this Order and any Court Order issued under this section.

14. If the person required to obtain health insurance coverage for the child(ren) subject to this child support order obtains new employment and the health insurance coverage for the child(ren) is provided through the previous employer, the Child Support Enforcement Agency shall comply with the requirements of division (E) of R.C. §3113.217 which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in health insurance coverage provided by the new employer.

15. The Obligor and the Obligee shall comply with any requirements set forth in this Order no later than thirty (30) days after the issuance of this Order.

16. The Order shall be binding upon the Obligor and the Obligee, their employers, and any insurer that provides health insurance coverage for either of them or their child(ren).

17. Any employer who receives a copy of this Order shall notify the Child Support Enforcement Agency of any change or the termination of the Obligor's health insurance coverage that is maintained pursuant to this Order.

18. Coverage for the Alternate Recipient(s) shall continue until such times as the Alternate Recipient(s) would no longer be entitled to coverage as dependents under the terms of the Plan, had their parents not divorced.

19. This Medical Child Support Order is not intended to require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan.

20. To the extent necessary, this Court retains jurisdiction to modify this Order for the purpose of satisfying the provisions of Section 609 ERISA and R.C. §3113.217.

IT IS SO ORDERED.

Judge

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

PLAINTIFF, PETITIONER,

JUDGE _____

ORDER

DEFENDANT, PETITIONER, RESPONDENT.

CASE NUMBER: _____

The parties, _____, are hereby ORDERED to attend the six-week program "How to Raise the Best Children Possible," commencing Monday, _____, 2_____, and continuing on the next five Mondays (or at such other time as may be indicated), and to each pay the \$30.00 registration fee required. Each party shall contact the Center for Child and Family Advocacy at (419)592-0540 to register for "How to Raise the Best Children Possible" classes at least forty-eight hours prior to the first class.

Failure to register for, pay for and attend the "How to Raise the Best Children Possible" classes (may be used as a factor in determining the allocation of parental rights and responsibilities for the child (ren) who is/are the subject of this case, including designation of residential parent and legal custodian for the child(ren) and allocation of parenting time with the child(ren), and/or may result in a contempt of court finding.

Judge/Magistrate

Certification

The undersigned hereby certifies that on this _____ day of _____, 2_____, copies of this order and the "How to Raise the Best Children Possible" brochure were (hand-delivered) (mailed by ordinary United States mail) to each party.

COURT ORDER #5
IN THE COURT OF COMMON PLEAS
COUNTY, OHIO
Division

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

vs.

Defendant/Respondent/Petitioner

: Case No. _____

: Judge _____

: Magistrate _____

: **ORDER FOR INVESTIGATION**
: **(HOME STUDY)**

Upon motion of the _____ and for good cause shown, it is hereby
ORDERED that _____ shall complete an
investigation as to the character, family relations, past conduct, earning ability and financial worth of the parties
to this action and that a report shall be made of said investigation providing recommendations relative to the
allocation of parental rights and responsibilities and parenting time for the children,

_____.
Upon completion, said report shall be provided by the Investigator to this Court not less than seven (7)
days before trial and the Court will forward copies thereof to counsel of record and self-represented litigants.
In order to facilitate the completion of the investigation and the report thereof, the parties shall immediately
schedule appointments with the Investigator for themselves and the children and shall keep all appointments
scheduled. In addition, the parties shall sign and deliver any requested releases for information presented to them
by the Investigator and shall cooperate with the Investigator in order to ensure that the investigation and report
are completed expeditiously.

The Investigator shall include the following **NOTICE** in **BOLD** print within the body of their report:

This document is being provided to the Court, unrepresented parties and legal counsel of record. If you are an attorney, you may share its contents with your client. However, any additional disclosure of this report must be approved *in advance* by the Court. Any person who copies this report, posts on social media or other mediums or discloses all or portions of the report to another person, without prior approval, shall be subject to Court action including penalties for contempt which include incarceration and fines.

The Court shall impose sanctions of contempt on any person who disseminates the report in whole or in part, to any individual who has not been pre-approved to receive the report. No individual shall be permitted to place the content of the report on any form of social media.

Finally, the costs and the fees for the investigation and the report thereof shall be paid as follows:

Date Approved

Judge/Magistrate

Approved:

CERTIFICATION

A copy of this order was hand-delivered or mailed to counsel of the parties or to the parties without counsel and to the guardian ad litem this _____ day of _____, 20_____. [Receipt of a copy of this order was waived by the parties and/or counsel.]

COURT ORDER #6

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

in the matter of:

JUDGE _____

PLAINTIFF, PETITIONER

vs./and

ORDER

For Evaluations as to the Allocation of Parental
Rights and Responsibilities and Parenting Time

DEFENDANT, PETITIONER, RESPONDENT

CASE NUMBER: _____

Upon motion of the _____ and for good cause shown, it is hereby ORDERED that the parties, _____, and the minor children, _____, submit to psychological evaluations to be conducted by _____, and that a report be made of said evaluations providing recommendations relative to the allocation of parental rights and responsibilities and parenting time for the children.

Upon completion, said report shall be provided by Dr. _____ to this Court and the Court will forward copies thereof to counsel of record. Counsel shall not provide a copy of the report to his or her client or allow the client to read the portions thereof pertaining to anyone but the client specifically; however, counsel may discuss the contents of the report with the client.

In order to facilitate the completion of the evaluations and the report thereof, the parties shall immediately schedule appointments with Dr. _____ for themselves and the children and shall keep all appointments scheduled. In addition, the parties shall sign and deliver any requested releases for information presented to them by Dr. _____ and shall cooperate with Dr. _____ in order to ensure that the evaluations and report are completed expeditiously.

Finally, the costs and the fees for the evaluations and the report thereof shall be paid as follows:

Judge / Magistrate

Approved: _____

CERTIFICATION

A copy of this Order was hand-delivered or mailed to Dr. _____, to counsel of the parties or to the parties without counsel this _____ day of _____, 20____.

COURT ORDER #8
IN THE COURT OF COMMON PLEAS

COUNTY, OHIO
Division

	:	Case No.	
Plaintiff/Petitioner	:		
	:	Judge	
vs.	:	Magistrate	
	:		
	:	<u>JUDGMENT ENTRY REQUIRING</u>	
Defendant/Respondent/Petitioner	:	<u>MEDIATION SERVICES</u>	

Upon request of the parties or at the Court's discretion, this matter is hereby submitted to mediation and the case is hereby **STAYED**. During the time that this case is stayed for mediation, the Clerk of Courts shall not accept for filing any pleadings/documents except for the following:

1. Motion to Lift Stay
2. Response to a Motion to Lift Stay
3. Motion or Stipulation to dismiss the case; and
4. Notice related to Counsel.

It is therefore **ORDERED, ADJUDGED AND DECREED** that all parties shall forthwith submit the issues in this matter to the Northwest Ohio Mediation Services. This case is referred to mediation at no additional cost to the participants.

It is further **ORDERED, ADJUDGED AND DECREED** that the parties become familiar with and comply fully with Rule 5.11/14.01/20.01 (Juvenile) of this Court's Rules of Court.

It is further **ORDERED, ADJUDGED AND DECREED** that the mediator will notify all the parties and counsel of their scheduled mediation.

It is further **ORDERED, ADJUDGED AND DECREED** that within **fourteen (14) days** after the conclusion of the mediation services the mediator shall file with the Court and make available to counsel for all parties an appropriate mediation report concerning the result of the mediation.

Magistrate

Judge

Copies of this notice were delivered/fax/e-mailed by the Common Pleas Court on the date of filing to counsel listed below.

Attorney for Plaintiff

(address)

(phone)

Plaintiff

(address)

(phone)

Attorney for Defendant

(address)

(phone)

Defendant

(address)

(phone)

Northwest Ohio Mediation Services
(fax: 419-599-5952)